

**NOTICE OF A MEETING
CITY COUNCIL**

FEBRUARY 20, 2025.

EXECUTIVE SESSION AT 6:00 P.M.

WORK SESSION IMMEDIATELY FOLLOWING EXECUTIVE SESSION

REGULAR SESSION AT 7:00 P.M.

CITY HALL COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS

EXECUTIVE SESSION/WORK SESSION – 6:00 P.M.

1. CALL TO ORDER

2. EXECUTIVE SESSION

Any action may be deferred until the 7:00 p.m. Regular Session

- a. Recess into Executive Session
 - i. Pursuant to Texas Government Code, Section 551.0171, Attorney Consultation and 551.074, Personnel Matters, regarding the City Administrator, City Secretary, Finance Director, Public Works Director.
- b. Reconvene into Regular Session for discussion and possible action on:
 - i. Personnel Matters, regarding the City Administrator, City Secretary, Finance Director, Public Works Director.

3. WORK SESSION

- a. Work Session on listed agenda items, if time permits.

REGULAR SESSION – 7:00 P.M.

1. CALL TO ORDER

2. INVOCATION, AND PLEDGES OF ALLEGIANCE

3. PRESENTATIONS AND PROCLAMATIONS

- a. Proclamation supporting the Mayor’s Monarch Challenge. **(Tab A)**
- b. Proclamation Commitment to Volunteerism **(Tab B)**

4. ITEMS OF COMMUNITY INTEREST

DWG’s Farmers Market 10-2 p.m. at ACA

- a. Great Backyard Bird Count – Saturday, February 15, 2025 from 10:00 a.m. – 1:00 p.m.
- b. Pictures with the Easter Bunny – Sunday, April 6, 2025 from 3:00 p.m. – 5:00 p.m.
- c. Plant Swap – Saturday, April 26, 2025 from 10:00 a.m. – 12:00 p.m.

5. CITIZEN COMMENTS

Citizens who wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City staff and City Council members are prevented from discussing the subject and may respond only with statements of factual information or existing policy.

6. MAYOR AND COUNCIL COMMENTS

Pursuant to Texas Government Code § 551.0415, City Council Members and City staff may make a report about items of community interest during a meeting of the governing body without having given notice of the subject of the report. Items of community interest include:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

7. DEPARTMENTAL REPORTS

Informational reports only; no action to be taken.

- a. DPS / City Administrator Report **(Tab C)**
- b. Finance Report **(Tab D)**

8. CONSENT AGENDA

All consent items are considered to be routine and will be enacted by one motion and vote.

- a. Approval of Resolution 2025-02 authorizing continued participation with the steering committee of cities served by Oncor and authorizing the payment of eleven cents per capita to the steering committee to fund the activities of the Steering Committee. **(Tab E)**
- b. Approval of Resolution 2025-03 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation. **(Tab F)**
- c. Ratification on Kroger Opioid Texas Settlement Subdivision participation and release form. **(Tab G)**
- d. Ratification on City Holiday Schedule. **(Tab H)**
- e. Ratification of contract - LCRA Environmental Laboratory Services. 4 Events WQP Sampling and 4 Events for Sampling Services required by TCEQ in the amount of \$6,920.00. **(Tab I)**
- f. Ratification of invoice over \$5,000.00 for Allied Concepts, Inc. 4 x DSR radar w/fast lock remote. \$13,694.00. **(Tab J)**
- g. Ratification of invoice over \$5,000.00 for Gra-Tex Utilities, Inc. emergency repair on service hit by fiber contractor at 3301 Rainer \$12,544.00. **(Tab K)**
- h. Ratification of invoice over \$5,000.00 Siddons-Martin Emergency Group 5 x 1.75" NH x 50 combat ready double jacket attack hose yellow w/aluminum couplings, 10 x 2.5" NH x 50' tru id double jacket green hose rubber lined w/ aluminum couplings, 2 x hydrant asst so valve 4.5"NH handle/ fs b-5" storz c1-5" storz c2-5" storz \$9,461.21. **(Tab L)**
- i. Approval of December 19, 2024 Minutes **(Tab M)**
- j. Approval of January 16, 2024 Minutes **(Tab N)**

9. REGULAR AGENDA

- a. Discussion and possible action on the current contract with Community Waste Disposal (CWD). **(Tab O)**

- b. Discussion and possible action to approve the installation of a guardrail located in the 3500 block of Roosevelt to cover the newly installed pedestrian bridge. **(Tab P)**
- c. Discussion and possible action to approve Ordinance No. 2025-02 to amend our city ordinance to address parking of oversized vehicles. **(Tab Q)**
- d. Discussion and possible action to approve the purchase of Office 365 for City and DPS staff. **(Tab R)**
- e. Discussion and possible action to enter into an interlocal agreement with the City of Arlington to have them test our ballistic evidence through Ballistic IQ for the purposes of entry into Brasstrax, and NIBIN. **(Tab S)**
- f. Discussion and possible action regarding amendments to the FY 2024-2025 budget in amounts not to exceed \$10,000.00.

10. TABLED ITEMS

11. FUTURE AGENDA ITEMS

In compliance with the Texas Open Meetings Act, Council Members may request that matters of public concern be placed on a future agenda. Council Members may not discuss non-agenda items among themselves. In compliance with the Texas Open Meetings Act, city staff members may respond to questions from Council members only with statements of factual information or existing city policy.

12. ADJOURN

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development Negotiations).

Pursuant to Texas Government Code, Section 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

CERTIFICATION

This is to certify that a copy of the **February 20, 2025** City Council Agenda was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City’s website, www.cityofdwyer.net, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: _____ TIME OF POSTING: _____ TAKEN DOWN: _____

Sandra Ma, City Secretary

A PROCLAMATION
By the Mayor of the City of Dalworthington Gardens

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration from Mexico to Canada and back again and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS, climatic variations in breeding areas in Canada and the United States result in reduced milkweed abundance due to high temperatures and drought, alongside land-use changes and herbicide use impacting essential nectar plants for adult monarchs.; and

WHEREAS, on December 10th 2024, after thorough assessments, the U.S. Fish and Wildlife Service (USFWS) announced its proposal to list the North American monarch butterfly as threatened under the Endangered Species Act (ESA).; and

WHEREAS, every citizen of Dalworthington Gardens can aid the monarchs' recovery by planting native, drought tolerant, nectar producing native plants; and

WHEREAS, on behalf of the people of Dalworthington Gardens, I am honored as Mayor to lead the way by signing the National Wildlife Federation's Mayors' Monarch Pledge; and I encourage other city officials across our great nation to take a stand with me so that the monarch butterfly will once again flourish across the continent.

THEREFORE, as Mayor, I encourage our citizens and staff to participate in the following action items:

- 1) Issue this Proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat.
- 2) Maintain a public communication effort to encourage citizens to plant monarch gardens at their homes or in their neighborhoods.
- 3) Create a community art project to enhance and promote monarch and pollinator conservation.
- 4) Host or support a native seed or plant sale, giveaway or swap.
- 5) Facilitate or support a milkweed seed collection and propagation effort.
- 6) Maintain and improve the monarch and pollinator-friendly demonstration garden in Gardens Park by the gazebo.
- 7) Add or maintain native milkweed and nectar-producing plants in gardens in the community.
- 8) Display educational signage at monarch gardens and pollinator habitat.

IN TESTIMONY WHEREOF, I have set my hand and caused the Seal of the City of Dalworthington Gardens, Texas, to be affixed this 20th day of March, in the year Two Thousand Twenty-Five.

Laura Bianco
Mayor, City of Dalworthington Gardens

ATTEST:

Sandra Ma
City Secretary, City of Dalworthington Gardens

A PROCLAMATION

**COMMITMENT TO VOLUNTEERISM IN THE CITY OF
DALWORTHINGTON GARDENS**

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united harmonious society and fosters connections that transcend differences; and

WHEREAS, the strength and prosperity of our cities, town, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds and lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with an learn from each other; mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of Dalworthington Gardens has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

NOW, THEREFORE, BE IT PROCLAIMED I Laurie Bianco, Mayor of the City of Dalworthington Gardens, that the City of Dalworthington Gardens commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

IN WITNESS WEREOF, I have hereunto set my hand and caused the Seal of the City of Dalworthington Gardens to be affixed the 20th day of February, 2025.

Laura Bianco, Mayor

ATTEST:

Sandra Ma, City Secretary



Frequently Asked Questions

1. When applying for the JustServe City designation, who sends the email to apply?
 - Either the city official or the JustServe specialist that is working with the city sends an email to awards@justserve.org
2. When applying for the JustServe City designation, what information should be included along with the city's volunteerism proclamation?
 - If the city official is sending the request, then:
 - Name of City
 - Contact information for the person that is sending in the proclamation (phone, email).
 - Or, if the specialist is sending in the request, then:
 - Name of City
 - Specialist contact information including mailing address.
3. What is the process after a city applies for the JustServe City designation? Who reviews the application?
 - Once the proclamation is sent in, we will let the city, or the specialist know that we have received the proclamation. Then within 7 days we will get the certificate framed and a swag box put together. We will send these items to the local JS Specialist so they can make the presentation to the city. We also include a next steps document for the specialists.
4. How are city officials notified that their application has been accepted and their city has been designated a JustServe City?
 - If they send in the request themselves, we will notify them that we received the request. We will work with the local specialist to notify the city that their application has been accepted and they have been designated a JustServe City.
5. Where on JustServe.org are cities listed that have been designated a JustServe City?
 - We will add the JustServe city logo to the banner of their city's organization page. Once we have a few more cities that are designated as JS City we will have a specific page that highlights the JS Cities.
6. What materials do city officials receive along with their JustServe City designation?
 - They receive a framed certificate, a swag box, flash drive with the JustServe logos, style guide and a digital version of the hero certificate.
7. How is the JustServe Hero template provided to JustServe City officials?
 - It will be provided on a flash drive.



8. Do city officials need to report to JustServe anything about JustServe Hero award recipients?
 - They do not need to report anything. However, if they would like to be nominated to receive the Global JS City Award, they will need to know how they have recognized the members of the community for their contributions.
9. What on-going support and reporting is expected by city officials and/or the JustServe specialist after a city receives the JustServe City designation?
 - No expected reporting from the city officials. If the specialists can track how the cities are recognizing volunteers, that may be helpful to record but is not required. The specialist will nominate the JS Cities to receive the Global JS City Award. This nomination will be based on using JS and how they are recognizing the members of the community for their service.
10. Is there an application process for a city to receive the Global JustServe City award? Or does a city need to be recommended for the award by someone, like a JustServe specialist?
 - The city will work through the JS Specialists. There will be an application process to receive the Global JustServe City award. The JS Specialist will make the nomination.
11. How is the application/recommendation for the Global JustServe City award submitted to JustServe?
 - Currently through awards@justserve.org. In the coming months it will be an online application that will be found on the website.
12. After a city applies for the Global JustServe City award who reviews it?
 - JustServe HQ staff will review all applicants that have been nominated to receive the Global JustServe City award.
13. How are city officials notified that their application has been accepted and their city has been chosen to receive the Global JustServe City award?
 - We will be recognizing and announcing the Global JustServe City award at the annual National League of Cities (NLC) Conference. Then typically there is a local presentation with the local JS Specialist and the City.
14. What materials do city officials receive along with the Global JustServe City award?
 - They receive the award and the pull up banner.
15. Who prints the Global JustServe City award certificate and banner?
 - JS Staff will be printing the Global JustServe City award certificate and banner.



16. Who presents the Global JustServe City award?

- At the NLC conference, the JS staff will make the announcements and recognize the cities in attendance. The local specialists will make the presentation locally.

17. Only the first 100 cities will receive a Global JustServe Award pull-up banner. How many cities have received the award to date, and how do we stay aware of the current count?

- Currently we have 10 cities that have received the designation of being a JustServe City. And 7 that have received the Global JustServe City Award. We will be giving an update each month and soon it will be updated on the website.

18. What on-going support and reporting is expected by city officials and/or the JustServe specialist after a city receives the Global JustServe City award?

- The same support that we would give any organization.

19. Which cities have received the designation so far?

- South Jordan, UT
- Houston, TX
- Chandler, AZ
- Mesa, AZ
- Winchester, VA
- Oshawa, ON
- Los Angeles, CA
- Louisville, KY
- Spruce Grove, AB
- Franklin, TN

20. What are the criteria for the Hero Award? Who decides who should receive the award?

- Cities set the criteria and decide who should receive the award. Generally, the award should go to a volunteer who has shown a high level of dedication.



JUSTSERVE

-CITY PROGRAM-

Overview and Awards

JustServe believes in spreading hope, goodness, and unity through the vital role of volunteerism. With motivated individuals and communities, we can build united and harmonious societies.

The JustServe City program, in conjunction with the free JustServe volunteer platform, links individuals from every walk of life with local service projects. Through this program, we strive to partner with and recognize cities for their efforts. Together, we can recognize individuals for the selfless efforts they are making to bring hope and goodness to others. JustServe.org strives to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

Become a JustServe City

The JustServe City Award is a recognition designed to honor cities that demonstrate an exceptional commitment to volunteering and have made a significant impact in their community through these efforts.

Qualifications

1. Create and display a City Volunteerism Proclamation in a visible location for your area.
2. Email your signed proclamation to awards@justserve.org.
3. Work to meet criteria outlined for a Global JustServe City Award.

Be Designated a Global JustServe City

The Global JustServe City title is a prestigious designation which honors cities that actively list service opportunities, encourage unity and city values through service, and recognize individuals for their service in the community.

Qualifications

1. Be an active JustServe City.
 - List service opportunities online and on JustServe.org for residents to contribute.
 - Post the JustServe City Proclamation to communicate commitment and status.
2. Encourage unity and city values by supporting diverse groups in their service efforts.
3. Formally recognize individuals for serving the community with the JustServe Hero Award.

Recognize Individuals with the JustServe Hero Award

The JustServe Hero Award is a prestigious recognition designed to honor individuals who have demonstrated an exceptional commitment to volunteering and have made a significant impact in their community through their selfless service.

Qualifications

1. Serve or reside within a JustServe City.
2. Be an outstanding volunteer who contributes to the betterment of their community as determined by the city. Considering factors are the number of volunteer hours, the number of projects, the individual's efforts to encourage others to volunteer, and the individual's efforts to provide transformative service that impacts the community.

As we spread hope and goodness through service, please share your community's service efforts on social media. **Tag #justserve on social media.**

GIVING SERVICE
**LEADS TO A
LONGER LIFE**



**SERVICE
REDUCES STRESS**



GIVING SERVICE MEANS
GIVING BACK



GIVING SERVICE
**INCREASES
SELF-ESTEEM**



PARTICIPATING IN SERVICE ALLOWS FOR
CAREER EXPLORATION

Benefits of Service

JUSTSERVE | justserve.org



PARTICIPATING IN
SERVICE HELPS WITH

**SKILL
DISCOVERY AND
DEVELOPMENT**

COMMUNITY SERVICE HELPS DEVELOP
**INTERPERSONAL
COMMUNICATION SKILLS**



SERVICE PROVIDES
OPPORTUNITIES FOR

**MAKING
CONNECTIONS**

VOLUNTEERING DEVELOPS AN
INCREASED SENSE OF
**SOCIAL
RESPONSIBILITY**

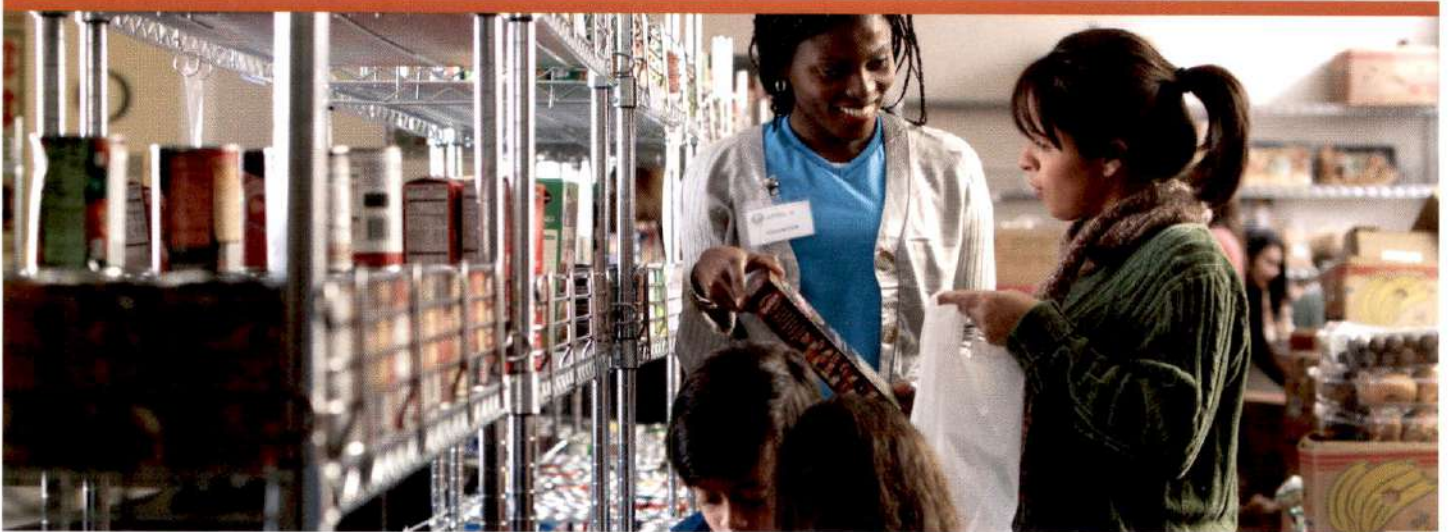


REGULARLY PARTICIPATING
IN SERVICE OPPORTUNITIES

**COMBATS
DEPRESSION**



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A Gift to Communities

When your faith, nonprofit, community, or governmental organization is looking for meaningful ways to involve employees or members in service to the community, there is no need to look further than JustServe.org, a free community resource.

The JustServe.org website is used by organizations to post service opportunities and publicize their needs. Volunteers can search for service opportunities that meet their interests, skills, and availability.

JustServe.org reduces the time needed for volunteers to find meaningful service opportunities and allows more time to give service. It helps your organization get involved in the community and allows employees or group members to select service opportunities that are a perfect fit for themselves, their family, or your organization.

How to sign up

1. Visit JustServe.org or the JustServe app.
2. Select "Sign in/Register" and create an account, or register with your Facebook account.
3. Confirm your registration by responding to an email sent from JustServe.org.

How to serve

1. Visit JustServe.org or the JustServe app.
2. Search for a project by location, or apply advanced search filters.
3. Volunteer for your desired project.

How to submit service projects

Visit JustServe.org, select "Submit a Project," and provide the necessary information. The proposed project will be reviewed and, following approval, posted on the website.

VISIT JUSTSERVE.ORG OR DOWNLOAD THE APP TODAY!



JustServe.org is provided as a service by The Church of Jesus Christ of Latter-day Saints.

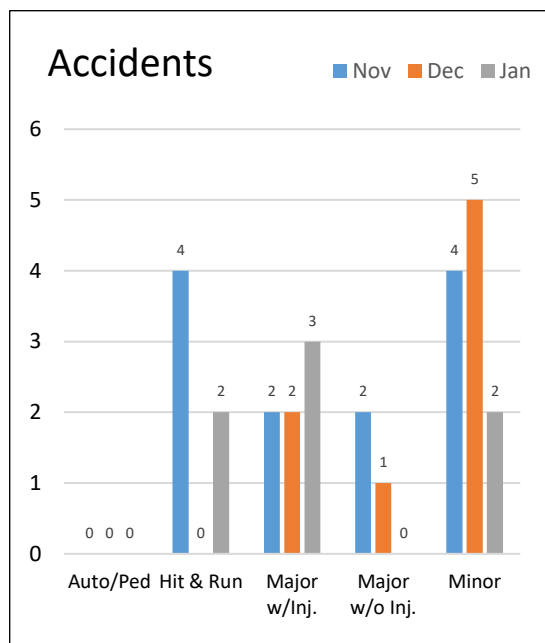
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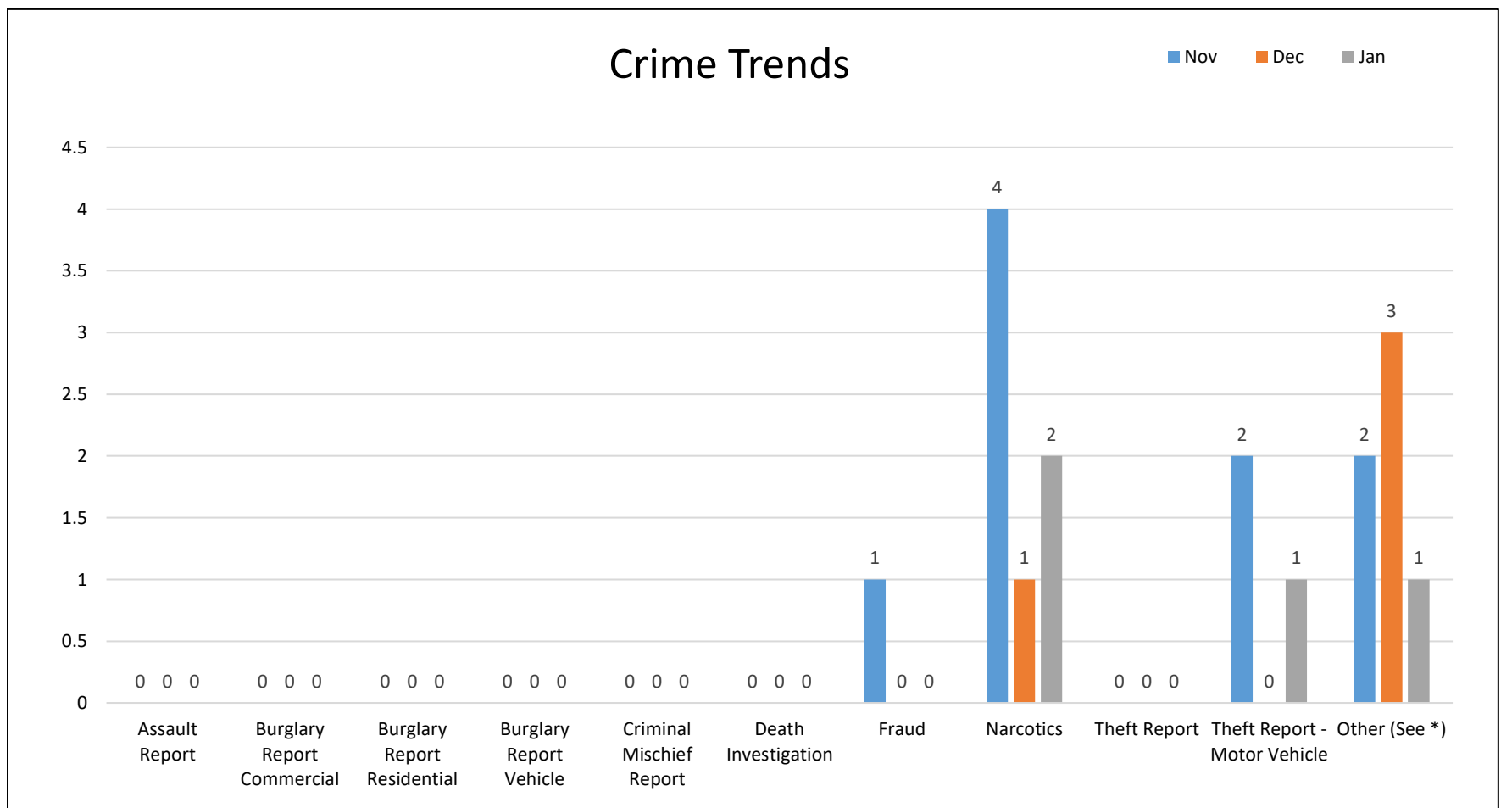
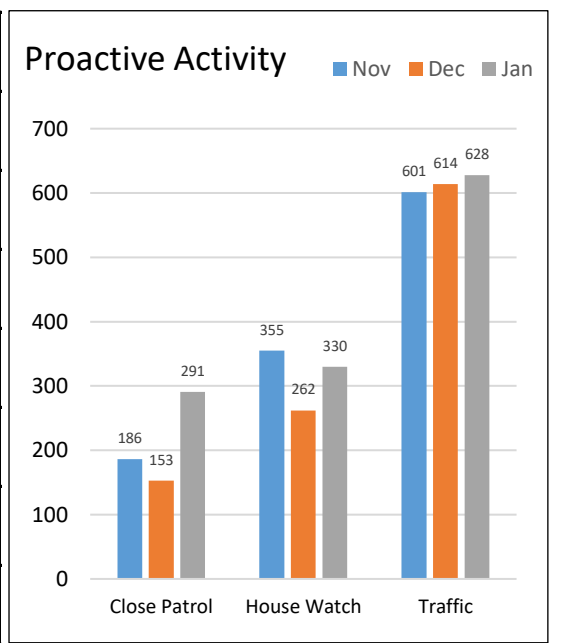
MONTHLY PUBLIC SAFETY REPORT

January 2025

Department News	
Residential Contacts	348 contacts
New Hire Status	
DPS Renovation Update	



Activity	Nov	Dec	2024 Total	Jan
DPS Activity	1696	1662	20496	1953
Police CFS	503	587	7860	650
EMS CFS	16	16	198	12
Fire CFS	10	7	146	9
Arrests	25	23	255	33
House Watches, Close Patrols, & Community Contacts	541	415	6359	621
Traffic Enforcement	601	614	5678	628



* Other offenses excluding traffic, warrants and "report only."



CITY OF DALWORTHINGTON GARDENS

ADMIN REPORT

Administration

Public Works

January 2025:

List of things done and upcoming projects

Things done:

Park

- Park mowed/Weedeated/Trash pulled, and Maintained
- Tree Limbs trimmed back for mowing and disposed of.
- Bought Budget Items: 2 new picnic tables and 2 new trashcans.
- Took down Christmas Decorations, and stored them away.
- Took the Mule side by side in for repairs, and service.

Sewer

- Completed multiple line locates for Permits.
- Jetted out the Sewer Line on Katherine.

Streets

- Fixed Various Street Signs

Water

- Well Stations/Pump Stations Mowed/Weedeated/Maintained/Trimmed brush, and trees
- Meter Reading completed
- Water Cutoff List completed
- Daily Residuals tested each day
- Weekly Mono/Free Ammonia test weekly
- Monthly Dead-End Flushing Completed
- Bac-T samples done and passed
- Test Equipment Calibrated
- Replaced multiple broken meters.
- Completed multiple Line Locates for Permits
- Fixed multiple water leaks in meter boxes.
- Working with Muller to get an Advanced RMA. – Meters have come in. List below.
 - This will give us meters on loan, due to long turn arounds on warranty replacements.

- There is a high number of meters failing each month.
 - Update: The advanced RMA came in.
 - 60 - 1" Meters
 - 40 - ¾" Meters
 - 5 - 1.5" Meters
 - 5 - 2" Meters
- Falcon is contracted by ATT to come bring in fiber to the neighborhoods off Bowen. On January 2nd Falcon's crew hit a service line, and Rangeline had to be called out to fix the leak.
 - Rangeline has sent over a \$3,715.00 invoice which will be back charged to Falcon.
- Lead and Copper continued:
 - Took a lead and copper sample from each of DWG water entry points. Kaylynn, and Ground Storage tank. They have been sent in, and waiting on results.
 - 4 more WQP Samples were taken, and sent in for testing. Waiting on results.
- The ScadaMetrics module that reads the Flow Meter for the Ft. Worth water meter failed.
 - Parts have come in, waiting on Ft. Worth water department to be available for installation.

Animal Control

- No animals this month.

Building Maintenance

- City Haul and DPS mowed and weedeated.
- City Haul trash pulled every other day.
- Took down Christmas Decorations, and stored them away.

Stormwater

- Deana Hetherington with TCEQ, came out of a focus inspection January 30th, 2025 on the Pollution Prevention & Housekeeping for Municipal Operations section of our MS4 Permit.

**City Council
Staff Agenda Report**

Agenda Item: 8a.

Agenda Subject: Approval of Resolution No. 2025-02 authorizing continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of eleven cents per capita to the Steering Committee to fund activities		
Meeting Date: February 20, 2025	Financial Considerations: \$250.00 Budgeted \$269.94 Invoiced Budgeted: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input type="checkbox"/> Operations Excellence <input checked="" type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information: The City of Dalworthington Gardens is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a eleven-cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Recommended Action/Motion: Motion to approve Resolution No. 2025-02 authorizing continued participation with the Steering Committee of Cities Served by Oncor; and authorizing the payment of eleven cents per capita to the Steering Committee to fund activities.

**Attachments: Resolution
Invoice**

RESOLUTION NO. 2025-02

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Dalworthington Gardens is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2024 meeting set a budget for 2025 that compels an assessment of eleven cents (\$0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS:

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Dalworthington Gardens and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor, c/o City of Arlington*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004.

PRESENTED AND PASSED on this the _____ day of _____, 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

Signature
Mayor

ATTEST:

Signature
City Secretary

APPROVED AS TO FORM:

Signature
City Attorney

Oncor Cities Steering Committee

Invoice

C/O City of Arlington
 Attn: Brandi Stigler
 PO Box 90231
 Arlington, TX 76004

Date	Invoice #
12/19/2024	25-39

Bill To
City of Dalworthington Gardens

Item	Population	Per Capita	Amount
2025 Membership Assessment	2,454	0.11	269.94
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			Total \$269.94

**City Council
Staff Agenda Report**

Agenda Item: 8b.

Agenda Subject: Approval of Resolution 2025-03 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.

<p>Meeting Date:</p> <p>February 20, 2025</p>	<p>Financial Considerations:</p> <p>\$122.70 Invoiced</p> <p>\$125.00 Budgeted:</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input checked="" type="checkbox"/> Operations of Excellence</p> <p><input type="checkbox"/> Appearance of City</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>
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Background Information:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee (“ACSC”) is composed of 186 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 186 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Recommended Action/Motion: Motion to approve Resolution No.2025-04 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation

**Attachments: Resolution
Invoice**

RESOLUTION NO. 2025-03

A RESOLUTION AUTHORIZING MEMBERSHIP IN THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the City of Dalworthington Gardens is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the City would like to become a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS TEXAS:

I.

That the City is authorized to become a member in the Atmos Cities Steering Committee to protect the interests of the City of Dalworthington Gardens and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

II.

The City is further authorized to pay its 2025 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to “City of Arlington, c/o Atmos Cities Steering Committee,” shall be sent to:

City of Arlington
Brandi Stigler
PO Box 90231
Arlington, Texas 76004

PRESENTED AND PASSED on this the _____ day of _____, 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Dalworthington Gardens, Texas.

Mayor Laurie Bianco

ATTEST:

Sandra Ma, City Secretary

APPROVED AS TO FORM:
City Attorney

BY _____

Atmos Cities Steering Committee
 C/O City of Arlington
 Attn: Brandi Stigler
 PO Box 90231
 Arlington, TX 76004

Invoice

Date	Invoice #
1/29/2025	25-50

Bill To
City of Dalworthington Gardens

Item	Population	Per Capita	Amount
2025 Membership Assessment	2,454	0.05	122.70
Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			Total \$122.70

**City Council
Staff Agenda Report**

Agenda Item: 8c.

Agenda Subject: Ratification on Kroger Opioid Texas Settlement Subdivision participation and release form		
Meeting Date: February 20, 2025	Financial Considerations: Engineering Review Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information:

Resolution 2021-29 was signed by the Mayor in 2021 to execute global opioid settlement documents, and adopting the Texas Term Sheet.

The Office of the Texas Attorney General due date to receive participation was January 28, 2025. Mayor Bianco signed participation on January 27, 2025 and document was submitted the same day.

Recommended Action/Motion: Motion to approve ratification on Kroger Opioid Texas Settlement Subdivision participation and release form.

Attachments:

- Email about participation
- Texas Settlement Subdivision Participation and Release Form
- Purdue Pharma Press Release

Sandra Ma

From: Greg Petty
Sent: Monday, January 27, 2025 3:35 PM
To: Sandra Ma
Subject: FW: [EXTERNAL] FW: RESPONSE REQUESTED - Kroger Opioid Settlement (Dalworthington Gardens)
Attachments: Dalworthington Gardens, City of_Resolution.pdf; Kroger-Subdivision-Participation-Form (Fillable).pdf; Purdue Pharma Press Release.pdf

Importance: High

Chief Greg Petty #300
Director of Public Safety / City Administrator
Dalworthington Gardens
Department of Public Safety
(817) 275-1234
gpetty@cityofdwwg.net

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From: Bonnie Freymuth <Bonnie.Freymuth@oag.texas.gov>
Sent: Monday, January 27, 2025 3:31 PM
To: Greg Petty <gpetty@cityofdwwg.net>
Subject: [EXTERNAL] FW: RESPONSE REQUESTED - Kroger Opioid Settlement (Dalworthington Gardens)
Importance: High

From: Bonnie Freymuth
Sent: Monday, January 27, 2025 3:21 PM
To: finance@cityofdwwg.net; lsmith@cityofdwwg.net; mayorbianco@cityofdwwg.net; kday@cityofdwwg.net; gpetty@cityofdwwg.net
Cc: Opioids <opioids@oag.texas.gov>; Stephanie Eberhardt <Stephanie.Eberhardt@oag.texas.gov>
Subject: RESPONSE REQUESTED - Kroger Opioid Settlement (Dalworthington Gardens)
Importance: High

Good afternoon,

The Office of the Texas Attorney General has not received Dalworthington Gardens’s executed participation form. I am providing additional details here to ensure that your participation decision is well informed. **Tomorrow, January 28, 2025**, is the deadline to execute and return the Kroger Subdivision Participation Form to opioids@oag.texas.gov. Your prompt attention is requested.

Dalworthington Gardens submitted its resolution adopting the Texas Term Sheet when it signed on to prior settlements (attached for your review and ease of access). The Texas Term Sheet is a static document; it applies to all Texas/opioid settlements and you do **not** need to pass a new resolution. The **only** document Dalworthington Gardens must complete and return is the attached 3-page participation form; a task that should take only a few minutes of your time.

Here are the **estimates** for what the City of Dalworthington Gardens (1) would receive in direct payments from the Kroger settlement, (2) estimated direct payments from all previous settlements to-date, and (3) Region 10’s estimated opioid abatement trust funds*:

County/City	Allocation %	Kroger Settlement	Endo Deal	Teva Deal
Dalworthington Gardens (Region 10)	0.004040000%	\$456.41	\$318.09	\$797.11
Region 10: Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	9.457202597%	\$4,238,036.25	\$3,141,164.58	\$7,401,591.54

*Participation is the **only** way to ensure that your community has access to the regional trust fund; Region 10 has been allocated an estimated total of **\$144,374,335.25** across all settlements to-date. For any settlement where Dalworthington Gardens chooses not to participate, the city will be ineligible to receive direct payment and access regional funds, **and** the amount of money available to Region 10 will be reduced, accordingly. That money will **remain with the defendant(s)** for use in future litigation rather than coming to our communities for the benefit of Texans.

I realize that the direct payment from Kroger to Dalworthington Gardens is not a huge amount of money. However, direct payments are **not** grant money; they are payments made by defendant(s) to *participating* subdivisions pursuant to legal settlements. Direct payments have:

- **no** prescribed time frame to spend the funds,
- **no accounting requirements**, and
- **no reporting requirements**, and
- **there is no audit provision** for abatement expenses.

Further,

- Direct payments can be used for **any** *past, present, or future* opioid abatement expenses incurred by Dalworthington Gardens.
- In the absence of strict financial requirements, the **only** reason that Dalworthington Gardens should resist participation is if the city intends to file suit and engage in years-long litigation and settlement negotiations – most of which is now prohibited by statute of limitations.

Direct share payment distributions are handled by the Texas Comptroller of Public Accounts and the Texas Treasury Safekeeping Trust Company. At https://bivisual2.cpa.texas.gov/QvAJAXZfc/opendoc.htm?document=documents/BI_Master_UI.gvw&sheet=OAFSub_Sheet_1, I see the following information regarding settlement money to the City of Dalworthington Gardens:

County/City	Allocation %	County	Region	Disbursement Amount(s)	Disbursement Date(s)
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				\$2,272.45*	
City of Dalworthington Gardens	0.004040000%	Tarrant	10	\$1,902.36	3/3/2023
City of Dalworthington Gardens	0.004040000%	Tarrant	10	\$370.09	4/24/2024

*Each of the settling defendants (Kroger, Endo, Teva, Distributors, JNJ, Allergan, CVS, Walgreens, and Walmart) has negotiated a different timeframe for payments, so Dalworthington Gardens has received only **\$2,272.45** of its potential **\$15,354.79** in direct payments. Please consider the *cumulative* value of even a relatively small direct payment to your community, particularly with **additional settlements** anticipated this year (***including the \$7.4 billion Purdue settlement**).

- For questions about payment(s) received to-date or specific accounting information, please email the Texas Treasury Safekeeping Trust Company at opioidabatementfund@ttstc.texas.gov.
- For questions about the **timing** of funds from any settlement to-date, or information about accessing regional abatement trust funds, please email the Texas Comptroller of Public Accounts–Texas Opioid Abatement Fund Council at O AFC.Public@cpa.texas.gov, or visit their website (<https://comptroller.texas.gov/programs/opioid-council/>).
- Recently, the Opioid Abatement Fund Council (O AFC) announced the availability of up to \$10 million in grant funds to expand the recovery peer support specialist workforce in Texas. Proposed projects must be based on a required needs assessment and designed to implement strategies that will increase the number of individuals in the peer-to-peer workforce. Applications must be submitted through the O AFC’s [Electronic Grant Management System](#), which can be accessed in the Notice of Funding Availability (NOFA) posted on the [Electronic State Business Daily](#) website. The deadline for submitting grant applications is Feb. 11, 2025, 2 p.m. CST. Late applications will not be accepted. Email oafc.nofa@cpa.texas.gov for additional information.

Additional information is also available on our website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>, and of course, you can call or email us with any questions. Thank you for your time; I hope to see the City of Dalworthington Gardens’s executed Kroger opioid settlement participation soon.

Sincerely,
 Bonnie Freymuth
 Legal Assistant
 Office of the Attorney General of Texas

From: Opioids <opioids@oag.texas.gov>
Sent: Thursday, November 14, 2024 4:04 PM
To: Opioids <opioids@oag.texas.gov>
Subject: NOTICE: KROGER OPIOID SETTLEMENT
Importance: High



TO LOCAL POLITICAL SUBDIVISIONS:
IMPORTANT INFORMATION ABOUT NEW OPIOID SETTLEMENT WITH KROGER.
SUBDIVISIONS MUST SUBMIT SIGNED DOCUMENTATION TO PARTICIPATE.
THE DEADLINE FOR PARTICIPATION IS DECEMBER 29, 2024.

This letter is part of the formal notice required by the Settlement.

If your subdivision is represented by an attorney with respect to opioid claims, please immediately contact them.

Please note that this settlement is a **NEW** opioid settlement; your subdivision may have previously submitted documents for the Distributors, Janssen/J&J, Endo, Teva, Allergan, Walmart, Walgreens, CVS, and Mallinckrodt settlements.

To participate in the Kroger settlement, you will need to submit new documentation.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

You are receiving this letter because Texas settled with Kroger, and your subdivision may participate in this Settlement. This notice is being sent directly to subdivisions who are not litigating against Kroger. If you are represented by an attorney with respect to opioid claims, please immediately contact them. Please note that there is no need for subdivisions to be represented by an attorney or to have filed a lawsuit to participate in the Settlement.

Your subdivision may have already signed on to other opioid settlements and adopted the Texas Term Sheet. **If so, do not disregard this notice. This is a new settlement with Kroger.** If you have already signed on to the Kroger Settlement, you may disregard this notice.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

All required documentation must be executed and submitted to the email address: opioids@oag.texas.gov. Your subdivision will need to submit the **Subdivision Participation Form** for the Kroger settlement to opioids@oag.texas.gov. Please also be sure to include in the Form the identity and email address of the individual who is authorized to sign formal and binding documents on behalf of your subdivision.

SETTLEMENT OVERVIEW

The proposed Settlement requires Kroger to pay \$83 million (the "Settlement Amount") to Texas and its political subdivisions. Of the Settlement Amount, the vast majority is earmarked for use by Texas and its subdivisions to remediate and abate the impacts of the opioid crisis. The Settlement also contains injunctive relief provisions

governing the opioid marketing as well as the sale and dispensing practices at the heart of the opioid claims in the lawsuits.

The subdivisions within Texas are entitled to decide whether they wish to participate in the settlement. Any subdivision that does not participate cannot directly share in any of the settlement funds.

WHERE CAN YOU FIND MORE INFORMATION?

This email is intended to provide a brief overview of the Settlement. Detailed information about the Settlement may be found at the website set up by Office of the Attorney General of Texas: <https://www.texasattorneygeneral.gov/globalopioidsettlement>.

WHY YOU SHOULD PARTICIPATE

Texas and the Litigating Political Subdivisions in Texas support of this settlement.

Subdivision participation is strongly encouraged, for the following reasons:

First, the amounts to be paid under the Settlement, while insufficient to abate the epidemic fully, will contribute to allowing Texas and its local governments to commence with meaningful change designed to curb opioid addiction, overdose, and death, following on the Distributors and Johnson & Johnson/Janssen settlements from 2021, the Teva and Endo settlements from 2022, the Mallinckrodt bankruptcy settlement in 2023, and the Allergan, CVS, Walmart, and Walgreens settlements from 2023;

Second, time is of the essence. The opioid epidemic continues to devastate communities around the country, and it is critical that the funds begin to flow to allow governments to address the epidemic in their communities ***as soon as possible***; and

Third, you know first-hand the effects of the opioid epidemic on your community. Funds from this settlement will be used to commence abatement of the crisis and provide relief to your citizens while litigation and settlement discussions proceed against numerous other defendants in the opioid industry.

HOW WILL SETTLEMENT FUNDS BE ALLOCATED IN TEXAS?

The Texas Term Sheet, which sets the allocation between subdivisions and the State, can be found on the Texas Attorney General's website. Any questions concerning the status or terms of the Texas Term Sheet and allocations in Texas can be directed to the Texas Attorney General's Office.

You may be contacted by the Texas Attorney General's Office with additional information regarding the allocation of settlement funds in Texas. Subdivisions with representation can expect information from their attorneys. We encourage you to review all materials and to follow up with any questions. The terms of these settlements are complex, and we want to be sure you have all the information you need to make your decision.

As with the other opioid settlements, the Texas Comptroller of Public Accounts and the Texas Opioid Council will disburse funds to participating political subdivisions in Texas.

NEXT STEPS

This settlement requires that you take affirmative steps to 'opt in' to the settlement. If you do not act, you will not receive any settlement funds.

First, have your authorizing person(s) or body begin to review the materials on the website concerning the settlement agreement terms and the Texas Term Sheet. Develop a list of questions for your counsel or the Texas Attorney General's Office. Your subdivision will need to begin the process of deciding whether to participate in the proposed settlement, and subdivisions are encouraged to work through this process well before the **December 29, 2024**, deadline. Again, the Texas Attorney General's Office, your counsel, and other contacts within the state are available to discuss the specifics of the settlements within your state and we encourage you to discuss the terms and benefits of the settlements with them.

Second, should you decide to proceed with participating, your subdivision will need to submit your signed Subdivision Participation Form to opioids@oag.texas.gov.

NOTE: If your subdivision has not already done so, your subdivision will need to adopt the Texas Term Sheet and its intrastate allocation schedule. If your subdivision has previously signed on to the Distributors, J&J/Janssen, Endo, Teva, Allergan, CVS, Walmart, and Walgreens settlements, you will have already adopted the Texas Term Sheet. There is no need to readopt the Texas Term Sheet. If you have NOT adopted the Texas Term Sheet, please contact opioids@oag.texas.gov.

We urge you to view the Texas Attorney General's website at your earliest convenience. Information and documents regarding the settlement can be found on the settlement website at: <https://www.texasattorneygeneral.gov/globalopioidsettlement>

Questions regarding the opioid settlements can be directed to: opioids@oag.texas.gov.

FREQUENTLY ASKED QUESTIONS

1. My subdivision already signed up for opioid settlements, is that good enough for these new settlements?

No, you will need to submit a new **Subdivision Participation Form** for the Kroger Settlement; opting into the other settlements does not sign you up for this one.

2. Does my subdivision need to pass a resolution to sign up for this settlement?

This depends on the specifics of what your county or city is required to do to release legal claims. If your city manager, for example, is authorized to generally enter into opioid settlements, you may not need a resolution. Consult your legal counsel for advice.

If your subdivision has already adopted the Texas Term Sheet to sign on to a previous opioid settlement, you do NOT need to adopt an additional resolution to readopt the Texas Term Sheet.

3. When will my subdivision receive funds from this settlement and/or the other settlements?

Funds for the Distributors, J&J/Janssen, Endo, Teva, Allergan, CVS, Walmart, and Walgreens, and Mallinckrodt settlements have been paid to the Texas Comptroller of Public Accounts and the Texas Opioid Council, and those funds continue to be distributed to participating subdivisions.

4. How much will my subdivision receive from the Kroger Settlement?

If you have questions about your subdivision’s individual allocation amount, please contact opioids@oag.texas.gov.

5. What are all the different Texas opioid settlements?

Here is a summary of all the opioid settlements between Texas and its political subdivisions and the various manufacturers, distributors, and retail pharmacies:

Date Announced	Company	Amount
February 2021	McKinsey	\$38.4 million
July 2021	AmerisourceBergan, Cardinal Health, and McKesson	\$1.271 billion
July 2021	Janssen	\$296.9 million
December 2021	Endo	\$63 million
February 2021	Teva	\$150 million plus \$75 million in product plus \$57 million from MFN
June 2021	Mallinckrodt	\$26.6 million
December 2022	Allergan	\$135.7 million
December 2022	Walmart	\$170 million
December 2022	CVS	\$300.3 million
December 2022	Walgreens	\$326.6 million
February 2024	Publicis	\$21.5 million
October 2024	Kroger	\$83 million
Total	13 companies	\$3.016 billion

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	City of Dalworthington Gardens	Texas
Authorized Official:	Mayor Laurie Bianco	
Address 1:	2600 Roosevelt Drive	
Address 2:		
City, State, Zip:	Dalworthington Gardens, Texas 76016	
Phone:	817-385-6454	
Email:	mayorbianco@cityofdwwg.net	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

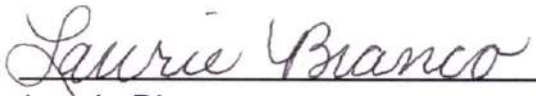
6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: 
Name: Laurie Bianco
Title: Mayor
Date: 1.27.2025



January 23, 2025 | Press Release

Attorney General Ken Paxton Secures \$7.4 Billion Settlement With Purdue Pharma and Sackler Family for Role in Opioid Epidemic

Texas Attorney General Ken Paxton today announced that a bipartisan coalition of states and other parties reached a \$7.4 billion settlement in principle with members of the Sackler family and their company Purdue Pharma, Inc. (“Purdue”) for their instrumental role in creating the opioid crisis.

Purdue, under the Sacklers’ leadership, invented, manufactured, and aggressively marketed opioid products for decades, fueling waves of addiction and overdose deaths across the country. The settlement ends the Sacklers’ control of Purdue and their ability to sell opioids in the United States. Further, it will deliver funding directly to communities across the country over the next 15 years to support opioid addiction treatment, prevention, and recovery programs. The \$7.4 billion settlement in principle, the nation’s largest settlement to date with individuals responsible for

contributing to the opioid crisis, comes after the United States Supreme Court overturned a prior multistate settlement with the Sacklers and Purdue in June 2024.

“For years, I have aggressively worked to hold Purdue Pharma and other corporations accountable for their roles in creating and exacerbating the deadly opioid crisis that harmed so many Americans,” said Attorney General Paxton. “While nothing can restore the damage done, this settlement will provide Texans valuable resources to help prevent more opioid abuse. It was an honor to help lead these negotiations and I will never stop ensuring that justice is secured for those affected.”

Attorney General Paxton has been a national leader in holding companies accountable for their roles in the opioid crisis, securing over \$3 billion in settlements with [Johnson & Johnson](https://www.texasattorneygeneral.gov/news/releases/paxton-announces-details-290-million-opioid-settlement) (<https://www.texasattorneygeneral.gov/news/releases/paxton-announces-details-290-million-opioid-settlement>), [Walmart](https://www.texasattorneygeneral.gov/news/releases/office-attorney-general-reaches-168-million-settlement-walmart-over-companys-role-national-opioid) (<https://www.texasattorneygeneral.gov/news/releases/office-attorney-general-reaches-168-million-settlement-walmart-over-companys-role-national-opioid>), [Walgreens](https://www.texasattorneygeneral.gov/news/releases/paxton-secures-340-million-texas-opioid-settlement-walgreens) (<https://www.texasattorneygeneral.gov/news/releases/paxton-secures-340-million-texas-opioid-settlement-walgreens>), [CVS](https://www.texasattorneygeneral.gov/news/releases/paxton-secures-over-10-billion-opioid-funds-cvs-and-walgreens) (<https://www.texasattorneygeneral.gov/news/releases/paxton-secures-over-10-billion-opioid-funds-cvs-and-walgreens>), and other companies.

Joining Attorney General Paxton in securing the settlement in principle are the attorneys general of California, Colorado, Connecticut, Delaware, Florida, Illinois, Massachusetts, New York, Oregon, Pennsylvania, Tennessee, Vermont, Virginia, and West Virginia.

[Back to Top](#)

**City Council
Staff Agenda Report**

Agenda Item: 8d.

Agenda Subject: Ratification on City Holiday Schedule.		
Meeting Date: February 20, 2025	Financial Considerations: Engineering Review Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Background Information:

The holiday schedule previously approved had the wrong date listed for President’s Day. It was 2/14/2025 and should be 2/17/2025.

Recommended Action/Motion: Motion to approve Ratification on City Holiday Schedule.

Attachments:

- City Holiday Schedule
- Email notice

**CITY OF DALWORTHINGTON GARDENS
2025 HOLIDAY SCHEDULE**

HOLIDAY	DAY	OBSERVED	DATE
NEW YEARS DAY	WEDNESDAY	WEDNESDAY	1/1/2025
MARTIN LUTHER KING DAY	MONDAY	MONDAY	1/20/2025
PRESIDENT'S DAY	MONDAY	MONDAY	2/17/2025
GOOD FRIDAY	FRIDAY	FRIDAY	4/18/2025
MEMORIAL DAY	MONDAY	MONDAY	5/26/2025
JULY 4TH	FRIDAY	FRIDAY	7/4/2025
LABOR DAY	MONDAY	MONDAY	9/1/2025
VETERAN'S DAY	TUESDAY	TUESDAY	11/11/2025
THANKSGIVING	THURSDAY	THURSDAY	11/27/2025
FRIDAY AFTER THANKSGIVING	FRIDAY	FRIDAY	11/28/2025
CHRISTMAS EVE	WEDNESDAY	WEDNESDAY	12/24/2025
CHRISTMAS DAY	THURSDAY	THURSDAY	12/25/2025

From: [Kay Day](#)
To: [Sandra Ma](#)
Subject: 2025 HOLIDAY SCHEDULE.xlsx
Date: Friday, January 17, 2025 1:16:52 PM
Attachments: [2025 HOLIDAY SCHEDULE.xlsx](#)
[image001.png](#)

The holiday schedule had the wrong date for Presidents Day, Had 2/14/25 and should have been 2/17/25.

I have attached a corrected schedule. This will need to be re-approved by Council?

Regards,



This message is intended only for the person(s) to which it is addressed and may contain privileged, confidential information. If you have received this communication in error, please notify the sender immediately by replying to the message and deleting it from your computer. Any disclosure, copying, distribution, or the taking of any action concerning the contents of this message and any attachment(s) by anyone other than the named recipient(s) is strictly prohibited.

Quotation Contract

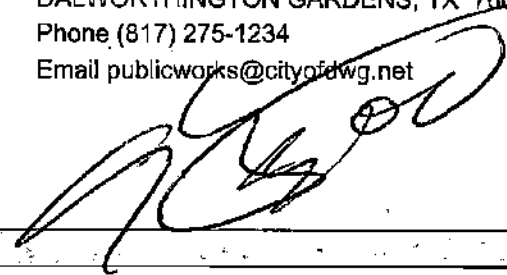
LCRA Environmental Laboratory Services

3505 Montopolis Drive
 Austin, TX 78744
 Phone (512)730-6022
 Email jason.woods@lcra.org

Quote #: 100209
Date: 1/14/2025
Description: WQP 2025
Deliverable: WO_WQP_WQP

Contact: CITY OF DALWORTHINGTON GARDENS
 MARCUS DAY
 CITY OF DALWORTHINGTON GARDENS
 2600 ROOSEVELT DR
 DALWORTHINGTON GARDENS, TX 76016
 Phone (817) 275-1234
 Email publicworks@cityofdwwg.net

Project Manager: Jason Woods
 Environmental Laboratory Service
 3505 Montopolis Drive
 Austin, TX 78744
 Phone (512)730-5339
 Email jason.woods@lcra.org



Line Item Details

Item	Test	Description	Matrix	TAT	List Price	Discount	Unit Price	Qty	Extended Price
1		WATER QUALITY PARAMETERS	Drinking Water		\$245.00	0%	\$245.00	16	\$3,920.00
	WQPRoutine	WQP Routine Suite		10	\$245.00	0%	\$245.00		
2		SAMPLING SERVICE	Drinking Water		\$125.00	0%	\$125.00	24	\$3,000.00
	FLD_CHRG	Field Service Charges		10	\$125.00	0%	\$125.00		
								Total	\$6,920.00

TAT - Turn around time in business days

Notes

Quote is based on the analysis of 4 samples per quarter in 2025 for the TCEQ water quality parameter monitoring program which includes Alkalinity, Conductivity, Calcium, Manganese, Iron, Sodium, Hardness, Chloride, Sulfate and TDS. Ortho-phosphate is included in suite price if needed. Silica incurs an extra fee if needed. The results will be provided within 10 working days of sample receipt. The price includes sampling services with pH and temperature collection and transmission of electronic data to TCEQ when the report has been generated.

Acceptance of this quote obligates client to LCRA ELS Standard Terms and Conditions.

Terms - Effective Date September, 2016

This quote is valid until 03/31/2025.

Acceptance of Samples

The Lower Colorado River Authority (LCRA) Environmental Laboratory Services (ELS) will accept samples and perform services in accordance with these terms and conditions. No modifications to these terms and conditions will be valid or binding unless in writing and signed by authorized representatives of both the Customer and ELS.

ELS reserves the right to refuse or revoke receipt of any sample due to insufficient sample volume, improper sample container, unacceptable customer credit, or risk of handling for any health, safety, regulatory, environmental, holding time issues or any other reason, at the discretion of ELS.

ELS also reserves the right to terminate any work being done or work promised on samples accepted for ELS's sole convenience. In the event of such termination, ELS will notify all affected Customers as soon as possible.

Quotation Contract

Quote #: 100209
Date: 1/14/2025

Terms - Effective Date September, 2016

Payment & Invoicing

Customer must pay for all services by check or credit card upon delivery of sample to ELS unless other billing arrangements are agreed to by ELS and Customer. Invoices will be issued monthly following the completion of services. All payments are due 30 days from receipt of the invoice. A one percent (1%) per month late fee will be assessed on unpaid invoices after the due date. Customers that have outstanding balances equal to or greater than 90 days must make payment in full at the time of sample delivery.

Quoted Fees

Written quoted fees for all services to be performed by the ELS will be honored for a period of thirty (30) days from the quotation date unless otherwise specified by ELS in writing.

Costs for Compliance

All costs associated with compliance with any subpoena for documents, testimony, or assistance, or for any other purpose relating to work performed by ELS for the Customer, will be paid by the Customer or requesting party. Such costs will include, but not be limited to, hourly charges for each staff member, travel and accommodations, mileage, and any other miscellaneous expenses incurred.

Use of Data

The Customer is solely responsible for determining what actions are required as a result of the data, information, recommendations, interpretations, and opinions provided by ELS. The Customer also assumes sole responsibility for determining whether the nature, type, and quantity of work requested by the Customer is adequate and sufficient for the Customer's intended purpose. Customer hereby indemnifies and releases ELS from and against any and all liabilities arising out of, related to, or resulting from Customer's incorrect or inappropriate use of any data or opinions provided to it by ELS.

Reports

ELS will deliver approved final reports and/or electronic data including any Customer-approved subcontract laboratory data by the agreed upon due date. Reports may not be reproduced, except in full, without prior written approval by ELS. Reports or copies of reports will not be provided to any person or representative other than the Customer without the Customer's written authorization, except as may be required by law.

Confidentiality

Strict confidentiality is maintained regarding all Customer transactions and results. Where information is lawfully subpoenaed, must be released to a regulatory or other legal entity with jurisdiction, or disclosure of documents is otherwise required by law, the Customer will be promptly notified.

Confidential, trade secret, and privileged information provided to ELS by Customer, including sample content, analysis, and Reports, is protected from public access by exceptions to the Texas Public Information Act ("PIA"), to which LCRA is subject. ELS will assert the appropriate exception to withhold Customer information requested under the PIA. Customer may be asked by ELS to provide assistance in asserting exceptions to the PIA (e.g., explanation of competitive position, treatment of trade secrets, etc.). Customer agrees to assist ELS in protection of Customer's information.

Sample Disclosures

Customer agrees that all samples delivered to the ELS will be accompanied by a properly completed chain-of-custody form disclosing the presence of any contaminated, toxic, or hazardous substances known or suspected to be contained in such samples. ELS shall reject any samples received without a valid chain of custody form.

Analytical Errors

Upon request by the Customer, ELS will reanalyze samples whenever test results are suspect. Should the results of the second analysis substantially agree with those of the first, the Customer will pay for the cost of the second analysis. However, if the result of the second analysis materially differs from the first, then Customer will not be charged for the second analysis.

Quotation Contract

Quote #: 100209
Date: 1/14/2025

Terms - Effective Date September, 2016

Holding Times

All samples must be delivered to ELS within one-half of the applicable holding time. ELS shall not assume any responsibility for missed holding times for samples submitted outside this criterion. To meet holding time for subcontract samples, ELS may make arrangements for the Customer to deliver samples directly to the subcontract lab.

Sample Retention & Disposal

Samples are stored for 30 days upon transmitting final analysis results to the Customer. After 30 days, samples are disposed of properly. However, Customer may request additional storage time at a storage fee of \$50 per month per sample.

Hazardous Waste

Any samples found to be or suspected of being hazardous or containing hazardous substances according to state and federal regulations will be disposed of at submitting Customer's expense.

Turnaround Time (TAT)

Turnaround times (TAT) are based on full "working days" which are defined as 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays. Standard TAT is 7 working days from the day starting after sample receipt. However, TAT may be longer depending upon the tests requested and the same matrix. TAT for samples subcontracted to a Customer-approved laboratory is based on the agreed target due date between all parties (i.e., the Customer, the ELS and the subcontract laboratory).

Expedited Service

Expedited service is available upon approval by ELS and written authorization from the Customer. Service charge amounts added to the total cost of service will be applied as follows:

< or = to 24 hrs:	4 X cost of service
2 to 3 days:	3 X cost of service
4 to 6 days:	2 X cost of service

Non-Standard Services

On sample matrices or analytes for which no official or validated test method exists, usage of an accepted method for a different type of sample or analyte or method development, in some situations, may be offered. In such cases, no guarantee of the success of the method or warranty will be provided. The Customer will be notified of the alternate method proposed, and only after its approval, will analyses begin. Approval by the Customer of the alternate method obligates the Customer for payment for that work, regardless of result obtained.

Warranty

Where applicable, ELS will use analytical methodologies in accordance with the U.S. Environmental Protection Agency (EPA), state agency, or other recognized and approved source.

ELS warrants that it possesses and maintains all licenses, accreditations, and certifications that are required to perform services under these terms and conditions, provided that such requirements are documented in writing to ELS prior to sample delivery acceptance. ELS will notify the Customer in writing of any decertification or revocation of any license, or notice of either that affects work in progress.

The foregoing express warranty is exclusive and is given in lieu of all other warranties, whether express, implied, or statutory. The ELS disclaims any other warranties, whether express, implied, or statutory, including a warranty of fitness for particular purpose and warranty of merchantability. The ELS is not responsible for any of the purposes for which the Customer may use ELS test results.

Liability

Customer agrees that the maximum liability of ELS for all claims of any kind whether based on contract, indemnity, warranty, tort (including negligence & strict liability), or otherwise, arising out of, connected with, or resulting from the performance or breach thereof, or from any goods or services covered by or furnished under these terms and conditions or any extension or expansion, is limited to the amounts paid or payable by the Customer for the goods or services giving rise to such claims.

Quotation Contract

Quote #: 100209
Date: 1/14/2025

Terms - Effective Date September, 2016

Accepted By:

Signed: 

Name: MARCUS DAY

Title: Public Works Supervisor

Date: 1-31-2025

Quote Details

Analyte	Units	Reg Limit	MDL	PQL	RDL	LCL (%)	UCL (%)	RPD
Line Item 1 - WATER QUALITY PARAMETERS								
WQP Routine Suite		SAMPLE						
Manganese Total	mg/L		0.0040	0.01				20
Total Hardness (as CaCO3)								
Calcium Total	mg/L		0.07	0.20				20
Magnesium Total	mg/L		0.07	0.20				20
Iron Total	mg/L		0.02	0.05				20
Sodium Total	mg/L		0.07	0.20				20

Quotation Contract

Quote #: 100209
Date: 1/14/2025

APPLIED CONCEPTS, INC.
STALKER RADAR

V: 0051
Inv Date : 08 OCT 2024

Page 1 of 1
P/O #: EMAIL: Jennifer
Smith

Send Payment to: **Physical Address:**
P.O. Box 972943 **855 E. Collins Blvd.**
Dallas, TX 75397-2943 **Richardson, TX 75081**

INVOICE 445896

Due Date : 07 NOV 2024

B	760161	S Dalworthington Gardens DPS
I	Dalworthington Gardens DPS	H 2600 Roosevelt Dr
L	2600 Roosevelt Dr	I Dalworthington Gardens, TX 76016-58
L	Dalworthington Gardens, TX 76016	P ATTN: Captain William Fike
	ATTN: Accounts Payable	
T		T
O		O

Ship Date	Ship Via	Terms	Type	F.O.B.	SLS	Sales Order
10/08/24	FedEx Ground	Net 30 days	Domestic Sale	Dest	87	304053
Ordered	Shipped	Part Number / Description		Price	Extended Amount	
4	4	200-0965-50 2X Counting Unit, 1.5 PCB, ARM Processor serial # 175 176 178 192		3,401.00	\$13,604.00	
4	4	200-1570-00 2X Modular OSC Display serial # 132983 149351 149383 149780			0.00	
4	4	200-1468-00 Dual DSR Ka Antenna serial # 255162 258618 258668 258669			0.00	
4	4	200-1468-51 Dual DSR KA Antenna, Rear, iPX9K serial # 58937 58943 58949 58961			0.00	
4	4	200-0919-00 2X Fast Lock Remote w/Screw Latch			0.00	
4	4	200-0769-00 25 MPH/40 KPH KA Tuning Fork			0.00	
4	4	200-0770-00 40 MPH/64 KPH KA Tuning Fork			0.00	
4	4	200-0648-00 Display Sun Shield			0.00	
4	4	200-0243-00 Counting/Display Tall Mount			0.00	
4	4	200-0244-00 Antenna Dash Mount			0.00	
4	4	200-0245-00 Antenna Tall Deck Mount			0.00	
4	4	155-2591-04 4 Foot Antenna Cable, IP67			0.00	
4	4	155-2591-20 20 Foot Antenna Cable, IP67			0.00	
4	4	200-0622-01 2015-Present Tahoe VSS Cable Kit			0.00	
4	4	200-0619-00 2X Documentation Kit			0.00	
4	4	006-0094-00 Fan Noise Suppression Addendum - 2X			0.00	
4	4	035-0361-00 Shipping Container, Dash Mounted Radar			0.00	
4	4	060-1000-36 36 Month Warranty			0.00	
				Total Product	\$13,604.00	
				Shipping Charges	\$90.00	
				Total Amount Due USD	\$13,694.00	



City of Dalworthington Gardens

Purchase Request Form

Vendor ID: _____
 Vendor Name: Stalker *Stalker*
 Address 1: _____
 Address 2: _____
 City, ST ZIP: _____
 Phone: _____

Date: 7/26/2024

ATTN Requestor
 After approval, submit 1 copy to Accounts Payable. Retain original to submit to Accounts Payable when goods and/or services have been received. (see below)

If New Vendor - W9 Form Required - Please Attach

Qty	Description	ACCOUNT NO.			Unit	Price	Line Total
		Fund	Dept	Acct#			
4.00	DSR radar w fast lock remote	110	50	<i>0270</i>		3,401.00 \$	13,604.00
1.00	shipping	110	50	<i>0270</i>		90.00 \$	90.00
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-

REASON (Please attach necessary supporting data) **Total** \$ 13,694.00

BUDGETED:
 YES NO

Requested By Greg Petty Date 07/31/2024
 Director of DPS/City Administrator Approval Date

Authorized By _____ Date _____

FOR REQUESTOR USE ONLY:
 I CERTIFY THAT ALL GOODS AND/OR SERVICES HAVE BEEN RECEIVED AND/OR COMPLETED
Chrymmona 10/9/24
 Signature Date Received



QUOTE
#2092155

applied concepts, inc.

Page 1 of 1

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 07/26/24

Chris Frett
Inside Sales Partner: +1-972-801-4866
chrisf@a-concepts.com

Michael Guinn
Reg Sales Mgr: +1-972-213-0349
michaelg@a-concepts.com

Effective From : 07/26/2024

Valid Through: 10/24/2024

Lead Time: 80 working days

Bill To: Dalworthington Gardens DPS 2600 Roosevelt Dr Dalworthington Gardens, TX 76016-5809	Customer ID: 760161 Accounts Payable	Ship To: Dalworthington Gardens DPS 2600 Roosevelt Dr Dalworthington Gardens, TX 76016-5809	FedEx Ground Captain William Fike
--	---	--	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	\$3,401.00	\$13,604.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-0965-50	2X Counting Unit, 1.5 PCB, ARM Processor		\$0.00
2	4	200-1570-00	2X Modular OSC Display		\$0.00
3	4	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	4	200-1468-01	2X Rear Antenna		\$0.00
5	4	200-0919-00	2X Fast Lock Remote w/Screw Latch		\$0.00
6	4	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
7	4	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
8	4	200-0648-00	Display Sun Shield		\$0.00
9	4	200-0243-00	Counting/Display Tall Mount		\$0.00
10	4	200-0244-00	Antenna Dash Mount		\$0.00
11	4	200-0245-00	Antenna Tall Deck Mount		\$0.00
12	4	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
13	4	155-2591-20	20 Foot Antenna Cable, IP67		\$0.00
14	4	200-0622-00	VSS Cable Kit		\$0.00
15	4	200-0619-00	2X Documentation Kit		\$0.00
16	4	006-0094-00	Fan Noise Suppression Addendum - 2X		\$0.00
17	4	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
18	4	060-1000-36	36 Month Warranty		\$0.00

Group Total \$13,604.00

Product	\$13,604.00	Sub-Total:	\$13,604.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$90.00
		Total: USD	\$13,694.00

PLEASE ADVISE THE YEAR, MAKE & MODEL OF THE VEHICLE
to ensure we include the correct cables for your vehicles.

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Cheyennena Althoff

From: Jennifer Smith
Sent: Wednesday, October 9, 2024 2:43 PM
To: Cheyennena Althoff
Cc: Jennifer Smith
Subject: RE: PRS MISSING

Radar units received 10/9/24

From: Cheyennena Althoff <calthoff@cityofdwwg.net>
Sent: Wednesday, October 9, 2024 2:34 PM
To: Jennifer Smith <jsmith@cityofdwwg.net>
Subject: RE: PRS MISSING

Its 50/50

110-60-6805
120-40-6805

THANK YOU!!

Thank you!



Cheyennena Althoff
Finance Assistant
City of Dalworthington Gardens
2600 Roosevelt Drive, DWG 76016
Phone: 682-330-7420
Email: calthoff@cityofdwwg.net

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From: Jennifer Smith <jsmith@cityofdwwg.net>
Sent: Wednesday, October 9, 2024 1:02 PM
To: Cheyennena Althoff <calthoff@cityofdwwg.net>
Cc: Jennifer Smith <jsmith@cityofdwwg.net>
Subject: RE: PRS MISSING

If you want to give me coding ill just code it and stick it in w mine.

From: Cheyennena Althoff <calthoff@cityofdwwg.net>
Sent: Wednesday, October 9, 2024 12:00 PM
To: Jennifer Smith <jsmith@cityofdwwg.net>
Subject: RE: PRS MISSING

V:1131

GRA-TEX UTILITIES, INC.
P.O. BOX 1038
Kennedale, TX. 76060
Phone: (817) 781-0234



INVOICE #46422

Date: Oct.15,2024

To: Marcus Day

Phone: 817-709-0115 mday@cityofdwg.net

RE: **Invoice for Emergency Water Service Repair at 3301 Rainer**

Item	Quantity	Unit	Description	Unit Price	Extended Price
1	1	EA	Did an emergency repair on service hit by fiber contactor at 3301Rainer.	\$12,544.00	\$12,544.00
Total					\$12,544.00

110 00 1295

GP #300

Cheyennena Althoff

From: Marcus Day
Sent: Tuesday, October 15, 2024 8:57 AM
To: Kay Day; Cheyennena Althoff
Subject: Fwd: [EXTERNAL] 3301 Rainer
Attachments: Invoice 1.doc

We have been invoice by Gra-Tex for the repair at 3301 Rainer.

I have sent this over to ANSCO, the contractor that hit the line. Not sure how to proceed. We pay them wait for the payment from ANSCO, or we don't pay Gra-Tex till we get paid? Just passing it over to y'all. Let me know if you need anything from me.

V/R
Marcus Day
817-709-0115

Begin forwarded message:

From: Rex Heflin <gratexestimate@gmail.com>
Date: October 15, 2024 at 8:51:12 AM CDT
To: Marcus Day <mday@cityofdwg.net>
Subject: [EXTERNAL] 3301 Rainer

Please see attached invoice for emergency repair at 3301 Rianer.

Cheyennena Althoff

From: Marcus Day
Sent: Wednesday, October 23, 2024 3:45 PM
To: Cheyennena Althoff
Cc: Greg Petty; Kay Day
Subject: Re: DROP BOX - Gra-Tex - 3301 Rainer repair

Patrick Henson. Email is below. He has submitted the claim to his claim department and once they make a ruling then we will get paid.

patrick.henson@anscollc.com
V/R
Marcus Day
817-709-0115

On Oct 23, 2024, at 3:42 PM, Cheyennena Althoff <calthoff@cityofdwg.net> wrote:

Perfect.

Marcus,

Do you have a contact that we need to work with on getting the reimbursement?

Thank you!

<image001.jpg>

Cheyennena Althoff
Finance Assistant
City of Dalworthington Gardens
2600 Roosevelt Drive, DWG 76016
Phone: 682-330-7420
Email: calthoff@cityofdwg.net

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From: Marcus Day <mday@cityofdwg.net>
Sent: Wednesday, October 23, 2024 3:41 PM
To: Greg Petty <gpetty@cityofdwg.net>
Cc: Cheyennena Althoff <calthoff@cityofdwg.net>; Kay Day <kday@cityofdwg.net>
Subject: Re: DROP BOX - Gra-Tex - 3301 Rainer repair

We pay Gra-Tex and the contractor will pay us.

V/R
Marcus Day
817-709-0115

On Oct 23, 2024, at 3:36 PM, Greg Petty <gpetty@cityofdwg.net> wrote:

Signed.

Marcus,

Ask the contractor if they want to pay GTX directly, or will they be reimbursing us?

Chief Greg Petty #300
Director of Public Safety / City Administrator
Dalworthington Gardens
Department of Public Safety
(817) 275-1234
gpetty@cityofdwg.net

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On Oct 23, 2024, at 3:02 PM, Cheyennena Althoff
<calthoff@cityofdwg.net> wrote:

Good afternoon,

We are working on getting as much AP in as possible and were wondering if the City would be paying for the 3301 Rainer repair and anticipate reimbursement for the company that caused the break.

Do we need to include this invoice in our next check run? If so, would you please sign and approve the invoice that is in Drop Box?

Thank you!

<image001.jpg>

Cheyennena Althoff

Finance Assistant

City of Dalworthington Gardens

2600 Roosevelt Drive, DWG 76016

Phone: 682-330-7420

Email: calthoff@cityofdwg.net

This message is intended only for the person(s) to which it is addressed and may contain privileged, confidential information. If you have received this communication in error, please notify the sender immediately by replying to the message and deleting it from your computer. Any disclosure, copying, distribution, or the taking of any action concerning the contents of this message and any attachment(s) by anyone other than the named recipient(s) is strictly prohibited.

<Invoice 1.doc>

<image001.jpg>



Loose Equipment
 3500 Shelby Lane
 Denton, TX, 76207
 USA
 Telephone 940-315-4948

Invoice #:

700-SIV0026301

060697

PO #:
 Date:

10/16/2024

Remit to: PO Box 679827 Dallas, TX.
 75267-9827. ACH/Wire instructions
 available upon request.

Customer Info:

Dalworthington Gardens, City of
 2600 Roosevelt Dr.
 Arlington, TX, 76016
 USA

Document Info:

Quote #: **0015427**
 Order #: **0058523**

Item #:	Description:	Quantity / Unit:	Unit price:	Amount:
164827	1.75"NH x 50' COMBAT READY DOUBLE JACKET ATTACK HOSE YELLOW w/ALUMINUM COUPLINGS	5.00 / EA	305.61	1,528.05
164953	DP17-1000-50-Y-ARN 2.5"NH x 50' TRU ID DOUBLE JACKET GREEN HOSE RUBBER LINED w/ALUMINUM COUPLINGS	10.00 / EA	248.69	2,486.90
186672	DP25-TRU-50-G-ARN HYDRANT ASST SO VALVE 4.5" NHF HANDLE/FS B-5" STORZ C1-5"STORZ C2-5" STORZ	2.00 / EA	2,723.13	5,446.26

TFT-ARSSR2T2T2T

Total of All Services			
Labor Total:	\$ 0.00	Freight total:	\$ 0.00
Sublet Total:	\$ 0.00	Shop supplies:	\$ 0.00
Parts Total:	\$ 9,461.21	Core Charges:	\$ 0.00
		Sales Tax:	\$ 0.00

Cheyennena Althoff

From: Jennifer Smith
Sent: Wednesday, October 23, 2024 11:31 AM
To: Cheyennena Althoff
Cc: Jennifer Smith
Subject: FW: [EXTERNAL] Invoice # SIV0026301
Attachments: Invoice # SIV0026301.pdf

From: Jacquelyn Fleming <jacquelyn.fleming@siddons-martin.com>
Sent: Wednesday, October 16, 2024 12:52 PM
To: Jennifer Smith <jsmith@cityofdwg.net>
Cc: Megan Musser <mmusser@siddons-martin.com>; Roche Bellamy <rbellamy@siddons-martin.com>; Tyler Ramsey <tramsey@siddons-martin.com>
Subject: [EXTERNAL] Invoice # SIV0026301

Please see your attached Invoice! Please feel free to reach out to Tyler Ramsey should you have any questions.

Jacquelyn Fleming

OMT Specialist

Equipment Sales/Poly



3500 Shelby Lane

Denton, Texas 76207

Office- 940-315-6599

jacquelyn.fleming@siddons-martin.com

www.siddons-martin.com



City of Dalton/Whittington Gardens

Purchase Request Form

Vendor Name: Siddons-Martin

Address: _____

City: _____

Phone: _____

Date: 7/29/24

NOTE: This form is to be used for the purchase of goods and/or services. It is not to be used for the purchase of real estate. Accounts Payable should be submitted to the Accounts Payable Department when goods and/or services have been received. (see below)

If new Vendor - W9 Form Required - Please Attach

Qty	Description	ACCOUNT NO.			Unit	Price	Line Total
		Fund	Dept	Acct			
✓ 5.00	1.75 x50	110	55		305.61 \$	1,528.05	
5.00	1.75x50	110	55		305.61 \$	1,528.05	
6	2NH x50	110	55		360.81 \$	2,164.86	
✓ 10.00	2.5 x50	110	55		248.69 \$	2,486.90	
✓ 2.00	hydrant assist valve	110	55		2,723.13 \$	5,446.26	
1.00	freight	110	55		150.00 \$	150.00	
					\$	-	
					\$	-	
					\$	-	
					\$	-	

REASON (Please attach necessary supporting data)

Total \$ 13,304.12

BUYER'S USE

175 200

Requested By: Greg Petty Date: 07/31/2024

Approved by: _____ Date: _____

FOR RECORDS ONLY: DNCA

I CERTIFY THAT ALL GOODS AND/OR SERVICES HAVE BEEN RECEIVED AND ACCEPTED COMPLETELY

Chaymond [Signature] Date Received: 10/16/24



Siddons-Martin Emergency Group
 3500 Shelby Lane
 Denton, TX, 76207
 USA
 Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Dalworthington Gardens, City of
 2600 Roosevelt Dr.
 Dwg, TX, 76016
 USA

Document Info:

Quote #: 700-0015427
 Taken By: Tyler Ramsey
 Expiration Date: 08/26/2024

Item #	Description	Quantity / Unit	Unit Price	Amount
164821	1.75"NH x 50' COMBAT READY DOUBLE JACKET ATTACK HOSE ORANGE w/ALUMINUM COUPLINGS DP17-1000-50-O-ARN	5.00 / EA	305.61	1,528.05
149175	1.75"NH x 50' COMBAT READY DOUBLE JACKET ATTACK HOSE YELLOW w/ALUMINUM COUPLINGS DP17-1000-50-Y-ARN	5.00 / EA	305.61	1,528.05
164893	2"NH x 50' COMBAT READY ATTACK HOSE DOUBLE JACKET RED w/1.5" ALUMINUM COUPLINGS DP20-1000-50-R-ARN	6.00 / EA	360.81	2,164.86
164953	2.5"NH x 50' TRU ID DOUBLE JACKET GREEN HOSE RUBBER LINED w/ALUMINUM COUPLINGS DP25-TRU-50-G-ARN	10.00 / EA	248.69	2,486.90
186672	HYDRANT ASST SO VALVE 4.5" NHF HANDLE/FS B-5" STORZ C1-5"STORZ C2-5" STORZ 1FT-ARS5R2T2T2T	2.00 / EA	2,723.13	5,446.26
300056	FREIGHT FREIGHT	1.00 / EA	150.00	150.00

For complete terms and conditions please visit our website :
<https://www.siddons-martin.com>
 Link

Total of All Services			
Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$13,154.12	Sublet total	\$0.00
Freight total	\$ 150.00	Core charges	\$0.00
		Sales tax	\$0.00

Total: \$13,304.12

Cheyennena Althoff

From: Jennifer Smith
Sent: Thursday, October 17, 2024 9:54 AM
To: Cheyennena Althoff
Subject: Fw: Hose and Water Oasis Valves

Sent via the Samsung Galaxy S22 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Grant Fetzer <gfetzer@cityofdwg.net>
Sent: Wednesday, October 16, 2024 3:34:35 PM
To: Jennifer Smith <jsmith@cityofdwg.net>
Cc: William Fike <wfike@cityofdwg.net>
Subject: Hose and Water Oasis Valves

We received the following from Siddons Martin yesterday.

10x 2.5"NH x 50' TRU ID DOUBLE
JACKET GREEN HOSE RUBBER

5x 1.75"NH x 50' COMBAT
READY DOUBLE JACKET
ATTACK HOSE YELLOW
w/ALUMINUM COUPLINGS
5.00 / EA 305.61 1,528.05
DP17-1000-50-Y-ARN

2x HYDRANT ASST SO VALVE
4.5" NHF HANDLE/FS B-5"
STORZ C1-5"STORZ C2-5"
STORZ

I inventoried all items. Everything is correct and accounted for. Should have the remainder in the next couple of weeks.

Thank you,
FF/AEMT Fetzer #556

MINUTES OF THE REGULAR MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON DECEMBER 19, 2024 AT 6:00 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.

While the order of some agenda items may have been changed, the following represents all items discussed and acted upon by the City Council.

WORK SESSION AND/OR EXECUTIVE SESSION

1. CALL TO ORDER

Mayor Bianco called the meeting to order at 6:00 p.m. with the following present:

Members Present:

Laura Bianco, Mayor
Steve Lafferty, Alderman, Place 2
Cathy Stein, Alderman, Place 3
Ed Motley, Mayor Pro Tem; Alderman, Place 4

Members Absent:

John King, Alderman Place 1
Paul Sweitzer, Alderman Place 5

Staff Present:

Greg Petty DPS Director/City Administrator
Kay Day, Finance Director
Sandra Ma, City Secretary/Court Administrator

2. EXECUTIVE SESSION

Any action may be deferred until the 7:00 p.m. Regular Session

a. Recess into Executive Session:

City Council recessed into Executive Session at 6:27 p.m.

i. Pursuant to Texas Government Code, Section 551.0171, Attorney Consultation, and 551.0174, Personnel Matters, regarding the Director of Finance.

ii. Pursuant to Texas Government Code, Section 551.0171, Attorney Consultation, and 551.0174, Personnel Matters, regarding Public Safety Officer.

b. Reconvene into Regular Session for discussion and possible action on:

City Council reconvened from Executive Session at 6:59 p.m. Action was deferred until the Regular Session.

i. Director of Finance

No Action Taken.

ii. Public Safety Officer

No Action Taken.

3. WORK SESSION

a. Presentation from Kimley-Horn on Madrid Court Project.

Presentation Received

b. Work session on listed agenda items, if time permits.

Item discussed:

- 8d. Approval of Resolution No. 2024-16 to conduct an annual review of the City Investment Policy, in accordance with Chapter 2256 of the Local Government Code, suggesting no changes to the existing policy.
- 8e. Ratification of invoice over \$5,000.00. 2 x Telos LRFXL50 Thermal Monocular. \$8,500.00
- 9b. Discussion and possible action to accept a contract with CGC General Contractors for Dalworthington Gardens Police Station Renovation in an amount not to exceed \$2,000,000.
- 9c. Discussion and possible action on 51st Community Development Block Grant (CDBG) project for the City.
- 9d. Discussion and possible action on the progress on developing a list of Park Maintenance activities by the Park Board.
- 9g. Discussion and possible action on approving and updated ILA with the City of Arlington for supplemental coverage.
- 9h. Discussion and possible action on replacement of the “middle” foot bridge on Roosevelt Drive.

REGULAR SESSION

1. CALL TO ORDER

Mayor Bianco called the meeting to order at 7:02 p.m. with the following present:

Members Present:

Laura Bianco, Mayor
Steve Lafferty, Alderman, Place 2
Cathy Stein, Alderman, Place 3
Ed Motley, Mayor Pro Tem; Alderman, Place 4

Members Absent:

John King, Alderman Place 1
Paul Sweitzer, Alderman Place 5

Staff Present:

Greg Petty DPS Director/City Administrator
Kay Day, Finance Director
Sandra Ma, City Secretary/Court Administrator

2. INVOCATION, AND PLEDGES OF ALLEGIANCE

Mayor gave invocation. Pledges were said.

3. PRESENTATIONS AND PROCLAMATIONS

a. Presentation of the Volunteer of the Year Award from the Dalworthington Gardens Historical Committee

Mayor read aloud a proclamation recognizing Pam Miller as 2024 DWG Volunteer of the Year.

4. ITEMS OF COMMUNITY INTEREST

The following items were presented.

- a. **Santa Parade, Saturday, December 23, 2024. Helicopter 4:00 – 5:00 p.m., Parade 5:30 p.m.**
- b. **Bi-Monthly Park Workday, Saturday, January 11, 2025 from 9:00 a.m. – Noon.**
- c. **Great Backyard Bird Count, Saturday, February 15, 2025 from 10 a.m.– 1 p.m.**

5. CITIZEN COMMENTS

Citizens who wish to speak to the City Council will be heard at this time. In compliance with the Texas Open Meetings Act, unless the subject matter of the presentation is on the agenda, the City staff and City Council members are prevented from discussing the subject and may respond only with statements of factual information or existing policy.

6. MAYOR AND COUNCIL COMMENTS

Ed Motley: He thanked the park board and everyone who helped decorate the park. He appreciates the DPS for taking care of everyone over the holidays while everyone is celebrating. He said for anyone traveling to be safe and Merry Christmas to all.

Steve Lafferty: Merry Christmas to all. Happy Holiday, safe travels, and Happy New Year.

Cathy Stein: She said ditto to all the statements already said.

Mayor Bianco: she said this is one of her favorite times of the year. She heard from one of our citizens that the building looks like something you would see in a Hallmark movie. She thanked the Council for allotting money to light up city hall. She was able to buy a new Christmas tree, ornaments, and Christmas lights. She thanked the park board for the fantastic job on the park decorations and with the Pictures with Santa event. She said \$20,549.03 was raised for the Salvation Army Mayoral Challenge, which puts DWG as the winner of the per capita award. She wanted to give a massive thank you to everyone who came out to ring the bell and the folks who were generous with donations. She wanted to wish everyone a Merry Christmas and safe travels.

7. DEPARTMENTAL REPORTS

Informational reports only; no action to be taken.

- a. **Director of Public Safety/City Administrator Report**
- b. **Financial Reports**

Departmental Reports were presented.

8. CONSENT AGENDA

All consent items are considered to be routine and will be enacted by one motion and vote.

- a. **Approval of Ordinance No. 2024-13 approving budget amendments for FY2023-2024**
- b. **Approval of Ordinance No 2024-14 approving budget carryovers from the FY 2023-2024 budget to the FY 2024-2025 Budget.**
- c. **Approval of Ordinance No. 2024-15 designating certain accounts and committing/uncommitting certain funds in accordance with the City's Comprehensive Financial Policy and City Budget.**
- d. **Approval of Resolution No. 2024-16 to conduct an annual review of the City Investment Policy, in accordance with Chapter 2256 of the Local Government Code, suggesting no changes to the existing policy.**
- e. **Ratification of invoice over \$5,000.00. 2 x Telos LRFXL50 Thermal Monocular. \$8,500.00**

A motion was made by Council Member Cathy Stein and seconded by Council Member Steve Lafferty to approve the consent agenda.

Motion carried by the following vote:
Ayes: Members Lafferty, Motley, and Stein
Nays: None

9. REGULAR AGENDA

a. Discussion and possible action to award bid for Dalworthington Gardens Police Station Renovation Project #20384

Background Information:

The City accepted the Competitive Sealed Bids for construction for the DPS Station Renovation. Proposals that had to be delivered by 2:00 p.m. Monday, December 2, 2024. One bid was received. CGC General Contractors.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Steve Lafferty to award bid for Dalworthington Gardens Station Renovation Project #20384 to CGC Contractor

Motion carried by the following vote:
Ayes: Members Lafferty, Motley, and Stein
Nays: None

b. Discussion and possible action to accept a contract with CGC General Contractors for Dalworthington Garden Police Station Renovation in an amount not to exceed \$2,000,000.

Background Information:

City Staff has worked with CGC Contractor and City Attorney to bring a contract before council for review.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Steve Lafferty to accept a contact with CGC Contractors for Dalworthington Gardens Police Station Renovation in the amount not to exceed \$2,000,000.00

Motion carried by the following vote:
Ayes: Members Lafferty, Motley, and Stein
Nays: None

c. Discussion and possible action on 51st Community Development Block Grant (CDBG) project for the City.

Background Information:

Staff is bringing back plans for Council to consider for the 51st CDBG Project. Replace water lines in the area of Madrid Court, Roman Court, Chase Court, and Seville Court within the range of \$150,000 - \$180,000 inclusive of engineering and construction.

Kimley-Horn came back with a quote in the amount of \$196,300.00.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein to instruct staff to pursue the 51st Community Development Block Grant (CDBG) project for the water line on Madrid.

Motion carried by the following vote:

Ayes: Members Lafferty, Motley, and Stein

Nays: None

Mayor Bianco stated a public hearing date will be set at the next council meeting January 16, 2025 for citizens input as required in the grant submission.

d. Discussion and possible action on the progress on developing a list of Park Maintenance activities by the Park Board.

Background information:

Iashia Bergamini, Park Board Chair, presented a detailed draft list of Park Maintenance to the council.

No action taken.

e. Discussion and possible action to appoint a Finance Director.

No action taken.

f. Discussion and possible action on qualification for library cards to residents.

Background information:

In 2024, 18 library cards were issued to residents. Out of the 18 people, four have inactive accounts.

Active means the person has come to the library location and signed the acknowledgment of the Library Service Policy, and an Arlington Public Library staff member fully activated their library card.

The staff is asking for directions for non-active library cards.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein to add a criteria to the application that residents will need to activate their card and borrow a least 5 books within a year to be eligible for a subsidized library card the following year.

Motion carried by the following vote:

Ayes: Members Lafferty, Motley, and Stein

Nays: None

g. Discussion and possible action on approving and updated ILA with the City of Arlington for supplemental fire coverage.

Prior Council Action:

May of 2024 council approved a ZERO Cost ILA with the City of Arlington for supplemental fire coverage, Arlington did not sign the previous agreement.

Background Information:

The new proposed ILA agreement would cost an estimated \$2,360.01 per hour for a structure fire response.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Steve Lafferty to approve the updated ILA with the City of Arlington for supplemental fire coverage.

Motion carried by the following vote:

Ayes: Members Lafferty, Motley, and Stein

Nays: None

h. Discussion and possible action on replacement of the “middle” foot bridge on Roosevelt Drive.

Background information:

Staff has previously presented to council the need to replace foot bridges on Roosevelt. The “south” bridge is now complete. Staff is presenting a quote for Council to consider for the “middle” bridge located on Roosevelt near Castelon Court.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Cathy Stein to approve the replacement of the “middle” foot bridge on Roosevelt Drive.

Motion carried by the following vote:

Ayes: Members Lafferty, Motley, and Stein

Nays: None

i. Discussion and possible action regarding amendments to the FY 2024- 2025 budgets in the amount not to exceed \$10,000.00

No action was taken.

10. TABLED ITEMS

None

11. FUTURE AGENDA ITEMS

City ordinance change on parking commercial vehicles in residential area.

13. ADJOURN

The meeting was adjourned at 7:57 p.m.

MINUTES OF THE REGULAR MEETING OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, CITY COUNCIL HELD ON JANUARY 16, 2025 AT 6:30 P.M. IN THE COUNCIL CHAMBERS, 2600 ROOSEVELT DRIVE, DALWORTHINGTON GARDENS, TEXAS.

While the order of some agenda items may have been changed, the following represents all items discussed and acted upon by the City Council.

WORK SESSION AND/OR EXECUTIVE SESSION

1. CALL TO ORDER

Mayor Bianco called the meeting to order at 6:30 p.m. with the following present:

Members Present:

Laura Bianco, Mayor
John King, Alderman Place 1
Steve Lafferty, Alderman, Place 2
Cathy Stein, Alderman, Place 3
Ed Motley, Mayor Pro Tem; Alderman, Place 4
Paul Sweitzer, Alderman Place 5

Staff Present:

Greg Petty DPS Director/City Administrator
Kay Day, Finance Director
Sandra Ma, City Secretary/Court Administrator

2. WORK SESSION

a. Work session on listed agenda items, if time permits.

Item discussed:

- 9b. Discussion and possible action to consider a joint meeting of the park board and city council to discuss high level goals in the park in order to make the maintenance list project more efficient.
- 9c. Discussion and possible action on continuing the allocation of oil and gas funds to fund capital reserves to include a fire truck, radios, and tasers and if this should be committed by ordinance.
- 9d. Discussion and possible action on directing the Planning and Zoning Commission to investigate and make recommendations on adding an ordinance for commercial properties requiring cross lot access when our existing ordinance regarding driveway separations cannot be met.
- 9e. Discussion and possible action on purchasing six sets of bunker gear for DPS not to exceed \$20,000.
- 9f. Discussion and possible action on funding a new PSO position.

REGULAR SESSION

1. CALL TO ORDER

Mayor Bianco called the meeting to order at 7:05 p.m. with the following present:

Members Present:

Laura Bianco, Mayor
John King, Alderman Place 1
Steve Lafferty, Alderman, Place 2
Cathy Stein, Alderman, Place 3
Ed Motley, Mayor Pro Tem; Alderman, Place 4
Paul Sweitzer, Alderman Place 5

Staff Present:

Greg Petty DPS Director/City Administrator
Kay Day, Finance Director
Sandra Ma, City Secretary/Court Administrator

2. INVOCATION, AND PLEDGES OF ALLEGIANCE

Lieutenant Konstantin Maslenikov gave the invocation. Pledges were led by two students from Arlington Classics Academy.

3. PRESENTATIONS AND PROCLAMATIONS

a. Recognition of parties who participated in the Salvation Army Mayoral Red Kettle Challenge.

Mayor Bianco presented certificates to parties involved in the Salvation Army Mayoral Red Kettle Challenge.

Anna Maslenikova presented the Salvation Army Mayoral Challenge Per Capita Award to Mayor Bianco

4. ITEMS OF COMMUNITY INTEREST

The following items were presented.

- a. Bi-Monthly park workday – Saturday, January 18, 2025 from 9:00 a.m. – Noon
- b. Great Backyard Bird Count – Saturday, February 15, 2025 from 10:00 a.m. – 1:00 p.m.
- c. Pictures with the Easter Bunny – Sunday, April 6, 2025 from 3:00 – 5:00 p.m.

5. CITIZEN COMMENTS

Kimberly Hinton, 1821 Browning Drive Arlington Texas, thanked DWG for what they do for Arlington Classic’s Academy. She stated she has a daughter that would love to be Mayor or on City Council one day.

6. MAYOR AND COUNCIL COMMENTS

Cathy Stein: None

Paul Sweitzer: None

Steve Lafferty: Wished everyone a Happy New Year

John King: Thanked DPS for the Santa Parade. He stated that all the kids had big smiles and were excited to see Santa.

Ed Motley: He said great job to all the kids that volunteered. It is a great thing that was done and to keep up the good work.

Mayor Bianco: She said kudos to John and Suzanne Kacinski for the generous gift to DPS. She thanked DPS for a great Santa Parade. She heard great comments from many people about the parade. She also thanked all the citizens that brought goodies to the City and DPS. She stated the city will be accepting applications for the first 40 families that qualify for a subsidized library card. She also mentioned DWG raised \$20,649.03 for the Salvation Army and winning the per capita award. She encouraged anyone that has some free time to look at a video that Rosalind and Kent Krabill made regarding the Kulesz lights on Rushing Meadow Court called “David’s Lights: A Story of Obsession, Community, and Love.”

7. DEPARTMENTAL REPORTS

Informational reports only; no action to be taken.

- a. DPS /City Administrator Report
- b. Financial Reports
- c. Quarterly Investment Report

Departmental Reports were presented.

8. CONSENT AGENDA

All consent items are considered to be routine and will be enacted by one motion and vote.

- a. **Approval of Resolution No. 2025-01 approving changes to the City Fee Schedule.**
- b. **Approval of Mayor’s Monarch Challenge action items for 2025.**
- c. **Approval of Ordinance 2025-01, calling for a general election to be held on May 3, 2025 for the offices of Alderman Place 3, Alderman Place 4, and Alderman Place 5.**
- d. **Approval of October 17, 2024 Minutes**
- e. **Approval of October 28, 2024 Minutes**
- f. **Approval of November 21, 2024 Minutes**
- g. **Approval of December 11, 2024 Minutes**

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member John King to approve the consent agenda.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein, and Sweitzer

Nays: None

9. REGULAR AGENDA

- a. **Conduct a public hearing to receive citizen input for the proposed 51st Community Development Block Grant.**

Background Information:

Council approved the 51st Year CDBG project at the December 19, 2024 Council Meeting. The approved project begins on the west side of the intersection of West Arkansas Lane and Madrid Court goes east and continues down the east side of Madrid Court to the end of the cul-de-sac.

This project will decommission approximately 650 LF of 6” 1970s AC service line and install approximately 650 LF of PVC water line, install 2-6” gate valves, remove and replace the existing flush valve, and remove and replace approximately 60 square yard of existing pavement for the installation of the water line.

Part of the process for grant consideration is to solicit and show support from citizens for the chosen project. Thus, the reason for tonight’s public hearing. Both Council Members and any citizens present are encouraged to provide verbal support for the project as it will be reflected in the minutes.

Mayor Bianco opened the public hearing at 7:47 p.m.

Council Member John King - 3510 Orchid spoke in favor.

Mayor Pro Tem Ed Motley - 3310 Elkins spoke in favor.

Council Member Steve Lafferty - 3508 Rainer spoke in favor.
Council Member Cathy Stein - 2622 Clover Lane spoke in favor.
Council Member Paul Sweitzer - 3506 Rainer spoke in favor.
Mayor Laurie Bianco - 2416 Roosevelt Drive spoke in favor.

Mayor Bianco closed the public hearing at 7:49 p.m.

b. Discussion and possible action to consider a joint meeting of the park board and city council to discuss high level goals in the park in order to make the maintenance list project more efficient.

Background Information:

City Council has asked the Park Board to recommend guidelines for the maintenance of the Park.

Iashia Bergamini, Park Board Chair, suggests the February regular park board meeting as a potential date.
February 11, 2025 at 6:30 p.m.

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Cathy Stein to give direction to park board to complete their maintenance list. Mayor Pro Tem Ed Motley suggested if more guidance is needed to look on the master plan. If the master plan needs updating, council can discuss the shared vision of the plan.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein, and Sweitzer

Nays: None

c. Discussion and possible action on continuing the allocation of oil and gas funds to fund capital reserves to include a fire truck, radios, and tasers and if this should be committed by ordinance.

Background Information:

1. Historically, the revenue from Oil & Gas production was allocated \$2,083.33 a month towards a Fire Truck (\$25,000\ annually) and transferred to the GF Capital Reserve Fund with the remainder of the revenue being transferred to the Oil & Gas Reserve Fund.
2. Beginning with Budget Year 24/25, an additional allocation was implemented. The Oil & Gas “net monthly activity”, which included interest income and the allocated transfer from the GF mentioned above, was to be transferred to the GF Capital Reserve Fund and allocated 50/50 towards the Fire Truck and Radio Equipment.
3. The interest earned on the GF Capital Reserve Fund is to be transferred to the General Fund as income to offset losing the interest earnings from the Oil & Gas Reserve Fund.

As of year-end, the GF Capital Reserve Fund had \$55,000, plus interest, set aside for Tasers.

In December 2024, council authorized to uncommit the funds for the Tasers and the Fire Truck and commit these towards the DPS Complex. There was approx. \$4K set aside for radios at this time, but was never formally committed and this was included in the amount committed for the DPS Complex.

At this time, finance has continued the process of allocating funds based on **Steps 1 – 3** above.

Finance is requesting guidance on continuing an allocation of Oil & Gas Reserve funds for the following capital expenditures, to include a proposed allocation method, and if these will need to be committed by Ordinance.

- Fire Truck

- Radio Equipment
- Tasers
- DPS Complex

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member Paul Sweitzer to continue allocation of oil and gas funds to fund capital reserves to include a fire truck, radios, and tasers, but should not be codified.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein, and Sweitzer

Nays: None

d. Discussion and possible action on directing the Planning and Zoning Commission to investigate and make recommendations on adding an ordinance for commercial properties requiring cross lot access when our existing ordinance regarding driveway separations cannot be met.

Background Information:

During the discussion of the concept plan along Bowen Road at the November regular city council meeting, driveway separation and safety along the Bowen Road corridor was discussed. The city attorney said that the city’s current ordinance regarding driveway separation was not sufficient to require cross lot access to ensure that driveway spacing on adjacent commercial lots meets the ordinance.

Background on the concept of increasing commercial driveway spacing with increased speed limits can be found on pages 23 – 27 of the recently adopted comprehensive plan.

Chapter 8 of the comprehensive plan begins with the following, “IMPLEMENTATION STRATEGIES Implementation measures will be critical to the success of the Dalworthington Gardens Comprehensive Plan. There are many methods and tools that may be used to implement a plan. Some of these include, but may not be limited to, the following:

- Planned Development Site Plan Procedures;
- Urban Design Standards;
- Ordinance Revisions;
- Official Maps; and
- The Planning Program”

A motion was made by Mayor Pro Tem Ed Motley and seconded by Council Member John King to direct Planning and Zoning to investigate and make recommendations on adding an ordinance for commercial properties requiring cross lot access when our existing ordinance regarding driveway separations cannot be met and also to look at other ordinances to see if revisions need to be made to our current spacing criteria.

Motion carried by the following vote:

Ayes: Members King, Lafferty, Motley, Stein, and Sweitzer

Nays: None

e. Discussion and possible action on purchasing six sets of bunker gear for DPS not to exceed \$20,000.

Background Information:

DPS is requesting to purchase 6 new sets of bunker gear @ \$3250.00 per set for a total of \$19,500.

Note: \$27,200 was budgeted for FY 24-25. The attached quote does not include new helmets or boots. These items will be purchased separately

A motion was made by Council Member Paul Sweitzer and seconded by Council Member John King to approve 6 sets of bunker gear for DPS note to exceed \$20,000.00

Motion carried by the following vote:
Ayes: Members King, Lafferty, Motley, Stein, and Sweitzer
Nays: None

f. Discussion and possible action on funding a new PSO position.

A motion was made by Council Member John King and seconded by Mayor Pro Tem Ed Motley to approve a PSO position.

Motion carried by the following vote:
Ayes: Members King, Lafferty, Motley, Stein, and Sweitzer
Nays: None

i. Discussion and possible action regarding amendments to the FY 2024- 2025 budgets in the amount not to exceed \$10,000.00

No action was taken.

10. TABLED ITEMS

None

11. FUTURE AGENDA ITEMS

CWD Contract
Just Serve City Participation
Executive Session on Administrative Staffing

12. ADJOURN

The meeting was adjourned at 8:06 p.m.

**City Council
Staff Agenda Report**

Agenda Item: 9a.

Agenda Subject: Discussion and possible action on the current contract with Community Waste Disposal (CWD)

Meeting Date: January 20, 2025	Financial Considerations: Engineering Review Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Background Information:

Recommended Action/Motion:

Attachments:
CWD Contract

**CONTRACT WITH COMMUNITY WASTE DISPOSAL, LP
FOR COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS**

THIS CONTRACT is made and entered into by and between the City of Dalworthington Gardens (hereinafter called "City") located in Tarrant County, Texas, and Community Waste Disposal, LP (hereinafter called "Contractor"), a Texas limited partnership.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Grant of License

Contractor is hereby granted exclusive license and privilege within the territorial jurisdiction of the Customer and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal and disposal services and recyclable materials collection as specified and to perform all of the work called for and described in the Contract Documents.

2. Contract

- A. This Contract includes the following documents, and this Contract expressly incorporates same herein as fully as if set forth in this Contract:
1. This Contract and Contract terms and definitions
 2. Exhibit A - Service Summary
 3. Exhibit B - Rate Agreement Schedule A
 4. Any addenda or changes to the foregoing documents agreed to in writing by the parties hereto.

Contractor shall comply with all provisions of the Contract Documents, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such written amendment.

This Contract constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

3. Definitions

The following terms, when used herein, whether capitalized or lower case shall have the respective meanings assigned thereto as follows:

Bags: Plastic sacks, designed to store refuse and yard waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed forty (40) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units, ranging in size from 2 to 42 cubic yards.

Loose Brush: Loose tree, shrub or brush trimmings stacked together forming an easily handled package. All limbs must be placed with trunks parallel to the street, but not blocking the sidewalk. No limbs shall be greater than six (6) inches in diameter, weigh more than 40 pounds, or be longer than four (4) feet. Brush piles must be free of all foreign debris. The term "Brush" specifically excludes debris resulting from services of a Commercial Service Provider.

Brush Bundled: Tree, shrub or brush trimmings securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.

Bulky Waste: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be. Bulky waste does not include brush.

Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Cart Collect Unit: A retail or light commercial type of business, which generates no more than one (1) cubic yard of refuse per week.

Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Compactable Waste: Items that can be crushed under the weight of compaction equipment.

Contract Date: September 1, 2023.

Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

CWD Recycling Bin: A receptacle with a capacity of at least 18 - 20 gallons constructed of plastic having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

Contract Documents: Collectively, the documents identified in Section 2A hereof.

Contractor: Community Waste Disposal, LP and its successors and permitted assigns.

Curbside: That portion of right-of-way adjacent to paved or traveled City roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

Customer: An occupant of a Residential unit, Commercial or Industrial Unit who generates Refuse or Recyclable Materials.

Dead Animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

Disaster / Storm Debris: shall mean debris resulting from an event, occurrence or act of God, such as but not limited to wildfires, storms, floods, fires, tornados, earthquakes, etc. determined by the City to have caused widespread destruction and distress and increased residential services tonnage by 20% or more from the average per household of historical residential services tonnage for the prior three years for the impacted homes.

Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. § 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. § 1401-1445); (iii) the Clean Water Act (33 U.S.C. § 1251 et seq.); (iv) Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. § 6901 et seq.); (v) Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. § 9601 et seq.); (vi) Toxic Substances Control Act (15 U.S.C. § 2601 et seq.); (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C § 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. § 300 (f) et seq.); (ix) Occupational Health and Safety Act (29 U.S.C. § 651 et seq.); (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. § 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C § 4901 et seq.); (xiii) Emergency Planning and Community Right to Know Act (42 U.S.C §§ 11001-11050); and (xiv) the National Environmental Policy Act (42 U.S.C §§ 4321–4347).

Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is

likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries, etc., and consumer electronic equipment that is near or at the end of its useful life.

Handicap / Disabled Service: Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Solid Waste at the curbside, and that generates and accumulates Solid Waste. A Handicapped Residential Unit shall be certified and approved or denied by the Contractor. The contractor shall have the ability to be compensated for Handicap Service in accordance with the rates listed in Exhibit B. Handicap Service applies to Solid Waste Collection only. Recycle, Bulky Waste and Bundled Brush Collection will occur at regular collection area at the resident's curb.

Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

Landfill (Sanitary): A Texas Class I municipal solid waste landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Non-compactable Waste: Brick, concrete, dirt, composition shingles, ceramic tile and related like items that cannot be crushed under the weight of compaction equipment.

Overflow: All Garbage generated at a Residential Unit that does not fit inside the Residential Unit's Bag or Container(s) with the lid(s) closed.

CWD Polycart: A wheeled receptacle with a maximum capacity of 35 - 95 gallons constructed of plastic, designed for waste or recycling collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. No more than 40 pounds of materials allowed inside Polycart.

Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Recyclable Materials: Commodities collected by the Contractor from residential Units and Commercial Units pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of four or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable State and Federal laws and regulations) and solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings.

Stable Matter: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unacceptable Waste: Contractor debris, and household hazardous waste.

Yard Waste: Decomposable plant materials, including brush, leaves, grass, weeds and other vegetation

4. Scope and Nature of Operation

- A. Residential Collection: Contractor shall provide sufficient vehicles and employees to provide curbside collection service for the collection of residential refuse, solid waste, and recyclable materials to each residential unit, as outlined in Exhibit A, when placed at curbside by 7:00 a.m. on the designated collection day. Further, Contractor shall provide a copy of maps indicating the routes used in the collection of waste from all residential customers.
- B. Residential solid waste collection services: The Contractor shall pick up all solid waste generated from residential premises in accordance with Exhibit A. At customer's request, excessive amounts of rubbish, brush and trees may be collected and disposed of by Contractor for a special haul fee mutually agreed upon by Contractor and such customer. The special haul fee will be defined as a "pick-up truck load" or a specific cubic yard measurement.
- C. Commercial and Industrial Accounts: Contractor shall provide sufficient vehicles and employees to collect and remove solid waste from the premises of commercial, institutional and industrial customers that select Contractor to provide service at such frequency as shall be reasonably requested by the owner or agent. Collection service shall be a minimum of once a week or more to maintain premises free of accumulation of waste. Collection may be in bags or container as designated by the customer. If collection is from a container, that container should be located on a concrete pad to accommodate equipment. Contractor shall also provide weekly service for recyclable materials to all commercial customers that select Contractor to provide solid waste service.
- D. Residential Recycling Collection:
1. The Contractor shall provide residential recycling as described in Exhibit A. The Contractor will provide each Residential Unit a CWD recycling Polycart with lid, and of a type that is generally accepted by municipalities with recycling experience.
 2. If the City should choose Polycart service at the onset of the contract, Contractor will be responsible for delivering recycling carts to each resident. Residents will be charged \$85.00 for lost, stolen or carts damaged outside routine collections.
 3. The collection of the recyclable materials shall occur at the curb.
 4. Contractor shall also provide the City a recycling report detailing volume collected.
- E. Unusual Accumulations Collection: The Contractor may reasonably charge for the collection of unusual accumulations.
- F. Implementation Plan: City shall work with Contractor to approve an informational brochure which Contractor delivers with each residential Polycart and to commercial and industrial customer address.

G. Holiday Schedule: Solid Waste will not be collected on the following holidays. Collection will resume on the next scheduled pickup day.

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas day

5. Collection Operation

A. Hours of Operation: Contactor shall collect garbage and solid waste and recyclables only between the hours of 7:00 a.m. and 7:00 p.m.

B. Hours of Disposal: Contractor shall dispose of waste within the operating hours of disposal site.

C. Routes of Collection: Collection routes shall be established by Contractor as approved by the City. The City shall be provided route collection maps and container locations.

D. Customer Grievances:

1. Grievances shall be made directly to Contractor. Contractor shall promptly respond to all Grievances. At a minimum, Contractor's Grievance procedure shall provide that the customer Grievance shall be addressed within 24 hours (business day) of receipt of such Grievance and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of Grievances and shall promptly provide the City. The Contractors Grievance Procedure is outlined below:

A. Scheduled Customers	By close of business on their scheduled service day
B. Scheduled Customers	Within one business day (24 hours) of their call
C. Missed Collection Recovery Schedule	<ol style="list-style-type: none"> 1. Contact CWD <u>before</u> 12:00pm on scheduled service day: Receive same day service. 2. Contact CWD <u>after</u> 12:00pm on scheduled service day if route driver is still in the city : Receive same day service. 3. If driver is not in the city: Driver will return on next scheduled business day when like services are being performed. 4. Day after scheduled service day-Contact CWD <u>before</u> 12:00pm: Receive same day service. 5. Day after scheduled service day-Contact CWD <u>after</u> 12:00pm: Receive service next scheduled business day when like services are being performed.

2. City shall notify Contactor of each Grievance reported to the City in order for Contractor to take whatever reasonable steps are necessary to remedy the cause of the Grievance.

E. Collection-Equipment:

1. Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the boundaries of the City nor while enroute to the disposal site, where such accumulation shall be dumped.
 2. All motor vehicles used in performance of the obligations herein created shall be clearly marked with Contractor's name, telephone number and unit number legible from 150 feet. Contractor shall maintain all collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor's vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program.
- F. Disposal: Contractor shall deliver all solid waste collected to a licensed Class I sanitary landfill operated in compliance with rules stipulated by the Texas Commission on Environmental Quality (TCEQ) and/or the Environmental Protection Agency (EPA). Contractor shall deliver all household hazardous waste to a landfill legally permitted to accept such waste.
- G. Spillage: Contractor shall not be responsible for scattered refuse unless the same has been caused by its equipment or its acts, omissions or those of any of its employees, in which case all scattered refuse shall be picked up immediately by Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by its equipment or the acts or omissions of its employees, but shall report the location of such conditions so that proper notice can be given to the customer at the premises to properly contain refuse.
- H. Vicious Animals: Employees of Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but Contractor shall immediately notify the City, in writing, of such condition and of its inability to make collection.

6. Recyclable Materials

Contractor shall provide a single-stream recyclable collection service. City will not be required to separate recyclable materials by type of material.

- A. Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to this Contract.
- B. If a sustainable market is no longer available for a recycle commodity, CWD will inform the City, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials.

7. Ownership

Title to Refuse, Solid Waste, Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or container of any sort, or removed by Contractor from the customer's premises, whichever last occurs.

8. Employees

- A. Contractor shall employ sufficient numbers of employees to meet its obligations under this contract and all of Contractor's employees shall be fully qualified to perform the duties assigned to them.
- B. Contractor shall perform driving record checks of all drivers working within the City at least once every 12 months and shall take all reasonable steps to ensure that its drivers have safe driving records.

9. Reporting Requirements

Contractor shall provide, at a minimum, the following types of reports within the time periods specified:

- A. Monthly reports, within three (3) weeks of the end of the reporting period, detailing: tonnage of recycling
- B. Annual reports each contract anniversary date on the status of the terms and conditions of this Contract and any points that need to be addressed, including safety reports, incident reports, customer Grievance reports.

10. Gross Vehicle Weight Limits

Contractor specifically reserves the right to adjust the size of Commercial containers and the frequency of collections of such containers if Contractor determines that hauling an individual roll-off container will cause Contractor to exceed its maximum license limits as approved by State of Texas for gross vehicle weight ("GVW"). In such instances, Contractor shall give notice to the Customer and adjust the size of said containers and/or the frequency of service to achieve compliance with GVW limits. For all GVW pounds in excess of 54,000 pounds, Contractor may charge the Commercial Customer two and one-half (2.5) times the standard disposal fee.

11. State, Local, and Federal Regulations

Contractor agrees to comply with all of the existing laws of the United States and of this State and any further laws which may be enacted by the United States or this State, and agrees to comply with the regulations of any regulatory body or officer authorized to prescribe or enforce regulations pertaining to the subject matter of this Contract, it being expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulations for the protection of its inhabitants. The Contractor is subject to the

provisions of chapters 49, 51 and 53 of the Texas Water Code, state statutes and the Texas Constitution.

12. Licenses and Taxes

Contractor shall obtain all licenses and permits (other than the license and permit granted by this Contract) and promptly pay all required taxes.

13. Vehicle Identification

All vehicles and equipment used by Contractor shall be clearly marked on each side with Contractor's name and telephone number in letters not less than two inches (2") in height.

14. Non-collection Notice and Follow-Up

- A. Where the owner or occupant of any premises is maintaining improper or inadequate refuse containers, Contractor shall refrain from collecting all or a portion of such refuse and will notify the City and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection.
- B. Where the City is notified by an owner or occupant that refuse has not been removed from his premises on the scheduled collection day and where no notice of non-collection or a change in collection schedule has been received from Contractor, the City will investigate the matter, and if the investigation discloses that Contractor has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Contractor shall collect the same within twenty four (24) hours after a collection order is issued by the City.

15. Remuneration

City shall provide billing and bill collection services for Residential Customers during the term of this Contract. City shall pay for services hereunder in accordance with the "Rate Agreement Schedule" attached hereto as Exhibit B, by the last day of the month following the month of service. Payment to be calculated by multiplying the month-end house counts by the applicable refuse and recycle rate. Not later than the 5th day of each calendar month during the Term of this Contract, Contractor shall obtain from City a count of Residential Units billed for collection services in the prior calendar month with a subtotal of Residential Customers and additional trash/recycle carts. The rates charged by Contractor hereunder are subject to an Annual Cost Adjustment as set forth in Section 16 of this Agreement, beginning 12 months after the Contract Date. Contractor shall make a written request for any such adjustment no later than 30 days prior to the date on which the adjustment is intended to take effect. Such request shall be accompanied by supporting materials evidencing the basis for such adjustment. City consent to any requested annual rate adjustment shall not be unreasonably withheld or denied. City will pay contractor for residential service (refuse and recycle)

16. Cost Adjustment Model and Revenue Sharing Model

ANNUAL COST ADJUSTMENT MODEL

All rates charged by Community Waste Disposal (contractor) will be subject to an Annual CPI/Fuel/Disposal Cost Adjustment. The first annual adjustment will be effective twelve (12) months from the Contract Date, and subsequent adjustments will be made each year through the term of the contract. The Annual Adjustment will be applicable to all charges for Trash, Recycling, and other services for both residential and commercial services as contained in the contract. Rates and fees will be adjusted by the contractor for the second and subsequent Contract years for the term of the contract, based on the indices and methodology as described below. If any index defined herein shall not be determined and published or if any index as it is constituted on the Contract Date is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis substantially similar to the index being replaced as shall be mutually agreed upon by the City and the Contractor. The percentage breakdown among the three components of the annual adjustment (CPI, Fuel, Disposal) will vary based on the type of service rendered (System) and can be found on the System Chart below. Annual Cost Adjustment is not based on service performance and will not be unreasonably withheld or denied.

CPI (see System Chart for %)

The basis for the CPI component of the annual increase will be the increase in the “Consumer Price Index – All Urban Consumers”, all items (not seasonally adjusted) less Energy, for the Dallas-Fort Worth, TX Area as published by the U.S. Department of Labor Bureau of Labor Statistics. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the CPI index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or previous CPI index will be the most recent index published two (2) months prior to the date of the contract, and the Current CPI Index will be the most recent Index published two (2) months prior to the current year’s contract anniversary date. For subsequent years the Base CPI will be the previous year’s “Current Index Value” and the Current CPI Index will be the most recently published Index two (2) months prior to the current year’s contract anniversary date.

CNG FUEL (see System Chart for %)

The Fuel portion of the Annual Adjustment will be determined using the increase in the Henry Hub Natural Gas Spot Price (Dollars per MMBTU) as published by the Energy Information Administration of the U.S. Department of Energy (<https://www.eia.doe.gov/dnav/ng/hist/rngwhhdm.htm>). The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the fuel index. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Fuel Index will be the average Henry Hub Natural Gas price per MMBTU for the most recent three (3) month period ending two (2) months prior to the date of the contract. The Current Fuel Index will be Henry Hub Natural Gas price per MMBTU for the three (3) month period ending two (2) months prior to the contract anniversary date. For all subsequent years of the contract the Base or Previous Fuel Index will be the previous year’s “Current Index Value”, and the Current Fuel Index

will be the average Henry Hub Natural Gas price per MMBTU for the three month period ending two (2) months prior to the current years contract anniversary date.

DISPOSAL (see System Chart for %)

The Disposal portion of the Annual Adjustment will be determined using the increase in the CWD gate rate price for the ARLINGTON Landfill. The contractor has designated (see System Chart for amount) % of fees and charges to be adjusted by the Disposal rate changes. For the Annual Cost Adjustment to be effective on the first anniversary of the contract date, the Base or Previous Disposal Index will be the ARLINGTON Landfill gate rate effective on the date the CWD bid was submitted. The Current Disposal Index will be the ARLINGTON Landfill gate rate in effect ten (10) months from the contract start date. For all subsequent years of the contract the Base or Previous Index value will be the previous year's "Current Index Value", and the Current Fuel Index will be the ARLINGTON Landfill gate rate in effect one month prior to the current years contract anniversary date. In the event that the designated landfill closes or is no longer available to CWD, a new Landfill Cost per ton will be calculated utilizing the substituted Landfill's rate per ton, plus any additional costs associated with increased time in/out of the new landfill, and increased travel to the new Landfill.

SYSTEM CHART

	Front Load Trash	Roll Off Trash	Roll Off Excessive Weight	Residential Trash	Recycle
CPI	69%	58%	0%	70%	85%
CNG Fuel	3%	4%	0%	5%	5%
Disposal	28%	38%	100%	25%	10%
Total	100%	100%	100%	100%	100%

EXAMPLE (Recycle)

Contractors Base Fee Adjustment Indices	Index Percentage	Previous (Base) Index Value	Current Index value	Change in Index Value	Index Percentage Change	% Applied to Annual Cost Adjustment
Consumer Price Index	85%	217.487	220.097	2.610	1.20%	1.02%
CNG Fuel Cost	5%	\$2.914	\$2.987	\$0.073	2.51%	0.13%
Disposal Cost	10%	\$20.00	\$20.40	\$0.40	2.00%	0.20%
Annual Adjustment	100%					1.35%

Recyclable Materials List - If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town, and have the material removed from the acceptable list. In addition, if the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. As an alternative to removing recycle commodities as described above, CWD may request a special rate adjustment that would allow CWD to continue to recycle the materials

Recycle Revenue Sharing Calculations
Dalworthington Gardens

Total Tons Received by CWD (estimated)				1,000	
Per Ton Processing Fee & Transportation Fee (Note 1)				\$ 87.07	Adj Annually
Total Processing Fee				\$ 87,070.00	

Commodity	Adj Annually Component %	Note 3 Pricing Structure	Note 4 Adjusted Monthly Published Value Dollars Per Ton	Total \$	Tons
OCC	36.93%	PPI #11 Southwest Hi	\$ 80.00	\$ 29,547.43	369.34
Mixed Paper	8.85%	PPI Mixed Paper #2 Hi	\$ 80.00	\$ 7,081.73	88.52
Aluminum	0.73%	SMP - Region 8 Houston High	\$ 1,400.00	\$ 10,254.06	7.32
Steel/Tin	0.90%	SMP - Region 8 Houston High	\$ 110.00	\$ 986.60	8.97
PETE	2.45%	SMP - Region 8 Houston High	\$ 200.00	\$ 4,900.98	24.50
HDPE - Natural	0.72%	SMP - Region 8 Houston High	\$ 1,200.00	\$ 8,614.95	7.18
HDPE - Colored	0.75%	SMP - Region 8 Houston High	\$ 220.00	\$ 1,654.94	7.52
Mixed Plastic	0.10%	SMP - Region 8 Houston High	\$ 40.00	\$ 38.04	0.95
Mixed Glass	12.33%	SMP - Region 8 Houston (Note 5)	\$ (8.99)	\$ (1,108.75)	123.33
Residue	33.10%			\$ -	331.00
	100.00%		\$ 65.73	\$ 65,732.37	1,000.00

Total Gross Recycle Revenue	\$ 65,732.37
Less Total Processing Fees	\$ (87,070.00)
Net Revenue	\$ (21,337.63)
60% City Share of Net Positive Revenue	NA
Revenue Share Per Ton	-

Note 2

- NOTE 1** Processing & Transportation Fees will be adjusted annually based on CPIU, Disposal, and Fuel increases
- NOTE 2** Per ton rebate cannot exceed \$40 per ton. City will never be required to pay contractor for negative revenue values. Any negative values will carry forward and must be brought back to zero before compensation to the city begins or resumes.
- NOTE 3** SMP = Secondary Materials Pricing, PPI = Pulp & Paper Week
- NOTE 4** Published Value Dollars Per Ton as of 3-31-2021
- NOTE 5** Published Value Dollars Per Ton includes Index price plus \$17.00 per ton transportation.

Recyclable Material List:

- Loss of Sustainable Market** – If a sustainable market is no longer available for a recycle commodity, CWD will inform the City/Town to have it removed from the accepted materials list. Example: There is one glass buyer based in Midlothian Texas, if they will no longer accept our glass, CWD would have no sustainable market for the commodity.
- Negative Market Value** – If the value of any of the recycle commodities falls below zero dollars, CWD may petition the City/Town to have the item removed from the accepted materials list. The request to remove the item will not be unreasonably withheld by the City/Town.

If to Contractor, at: Community Waste Disposal, LP
 2010 California Crossing Road
 Dallas, TX 75220
 ATTN: Jason Roemer, Vice President

Or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

21. Force Majeure

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, fire, or act of God. Contractor shall give notice to City of a force majeure event within three days of the occurrence of the event, but no later than noon on a missed collection day.

22. Liability Insurance

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverage:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Worker's Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Comprehensive Auto Liability Bodily Injury \$1,000,000 \$1,000,000	\$1,000,000	\$2,000,000
Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000

All insurance and certificate(s) of insurance shall contain the following provision:

- 1) Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.

City reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period.

23. Severability

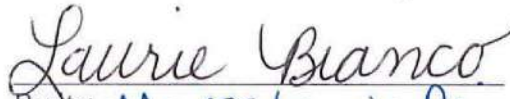
In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

24. Venue


Venue for any action arising under or pursuant to the terms of this Contract shall lie exclusively in Tarrant County, Texas.

Signature Page

City


By its: Mayor Laurie Blanco

ATTEST:


Lola Smith, City Administrator

COMMUNITY WASTE DISPOSAL, LP
By its: General Partner, CWD Management, Inc.


Jason Roemer, Vice President

ATTEST:

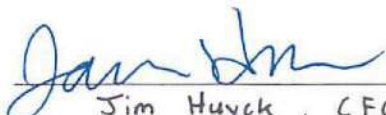

Jim Huyck, CFO

EXHIBIT A

Service Summary

A. Service Summary

Trash – 2xWeek collection of up to fifteen (15) trash bags/disposable boxes. Bags/boxes must be contained, free of tears and cannot weigh in excess of 50 pounds per bag/box. Resident owned containers will not be serviced and will be treated as bulky waste

Recycle – 1xWeek collection of CWD provided 95-gallon polycart – all items placed loosely inside the CWD cart. Carts must be spaced three (3) feet from any obstruction and lids fully closed. Additional recycle carts can be provided for the rates listed in Exhibit B.

Bulk & Tied/Bundled Brush – 2xWeek collection of up to one (1) cubic yard of bulky waste per week and unlimited tied and bundled brush – excludes loose brush, construction debris, hazardous waste, loose household debris (must be contained) and items weighing more than 150 lbs. Tied and bundled brush cannot exceed 4’x2’ nor weigh more than 50 pounds per bundle.

Door Side Household Hazardous Waste and Used Electronics – 1xMonth collection provided on a scheduled date. Residents to contact CWD at least two (2) weeks before the scheduled collection to receive a kit and packaging for the material. Collection kits are to be placed in an area visible and reasonable distance from the street and are not to be placed next to trash cart or within a fenced/gated area inside the property.

Contractor shall charge the following rates for services performed herein. Note: All rates are shown as per home per month and are net to contractor and are exclusive of City – additional fees, costs and charges.

EXHIBIT B
Rate Agreement Schedule A

City of Dalworthington Gardens Solid Waste Collection and Recycling Services		September 2023 Net Rate to CWD	September 2023 Customer Rate <i>(includes 5% franchise fee of gross billing)</i>
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>			
Residential Collection - Base Services			
Solid Waste - twice per week service - up to 15 bags Bulky Waste - twice per week service - up to 1 cubic yard Tied & Bundled Brush - twice per week service - unlimited	\$12.55	N/A	
Residential 95 Gallon Recycling Cart (once per week service)	\$4.55	N/A	
Additional 95 Gallon Recycling Cart (once per week service)	\$3.64	N/A	
Door Side Household Hazardous Waste & Used Electronics Collection	\$0.82	N/A	
Residential Collection - Optional Services			
Residential Handicap / Back Door Service (solid waste only) - if applicable	\$17.55	N/A	
Excess Residential Brush/Bulk Rate per Yard (chargeable to resident)	\$15.00	N/A	
Replacement Carts	\$85.00	N/A	
Disaster Management Rates			
Roll off Truck and Container (per 30yd haul) *	\$390.00	N/A	
Rate per Hour - Grapple Truck *	\$260.00	N/A	
Rate per Hour - Rear Loader with Crew *	\$260.00	N/A	
* Disposal (per ton)	\$59.76	N/A	
Commercial Hand Collect Trash Service			
Commercial Hand Collect / Trash Cart (twice per week service)	\$21.00	N/A	
Each Additional Trash Cart (twice per week service)	\$11.00		
Commercial Cart Recycle Service			
First 95 Gallon Recycle Cart (once a week service)	\$7.00	N/A	
Price for Each Additional Recycle Cart (once a week service)	\$4.00	N/A	

City of Dalworthington Gardens Solid Waste Collection and Recycling Services	September 2023 Net Rate to CWD	September 2023 Customer Rate (includes 5% franchise fee of gross billing)
6.21.23 last update		
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>		
Front Load Commercial Trash Container Services		
2 Cubic Yard Container		
One time per week	\$78.83	\$82.98
Two times per week	\$124.77	\$131.34
Three times per week	\$170.72	\$179.71
Four times per week	\$216.71	\$228.12
Five times per week	\$260.45	\$274.16
Six times per week	\$306.45	\$322.58
3 Cubic Yard Container		
One time per week	\$98.48	\$103.66
Two times per week	\$164.17	\$172.81
Three times per week	\$232.01	\$244.22
Four times per week	\$297.68	\$313.35
Five times per week	\$365.55	\$384.79
Six times per week	\$431.22	\$453.92
4 Cubic Yard Container		
One time per week	\$120.37	\$126.71
Two times per week	\$199.19	\$209.67
Three times per week	\$281.15	\$295.95
Four times per week	\$358.98	\$377.87
Five times per week	\$439.98	\$463.14
Six times per week	\$518.79	\$546.09
6 Cubic Yard Container		
One time per week	\$183.86	\$193.54
Two times per week	\$267.05	\$281.11
Three times per week	\$372.08	\$391.66
Four times per week	\$479.37	\$504.60
Five times per week	\$586.63	\$617.51
Six times per week	\$691.70	\$728.11
8 Cubic Yard Container		
One time per week	\$207.96	\$218.91
Two times per week	\$341.48	\$359.45
Three times per week	\$475.00	\$500.00
Four times per week	\$606.32	\$638.23
Five times per week	\$739.87	\$778.81
Six times per week	\$873.36	\$919.33
Extra Pick ups (or refilled and emptied while on site - non-compacted)		
2 cu. Yd. Containers	\$89.69	\$94.41
3 cu. Yd. Containers	\$95.14	\$100.15
4 cu. Yd. Containers	\$103.34	\$108.78
6 cu. Yd. Containers	\$124.99	\$131.57
8 cu. yd. Containers	\$149.47	\$157.34
Commercial Special Services		
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$4.50	\$5.00
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$4.50	\$5.00
Locks - Per Pick Up, Per Container	\$4.50	\$5.00
Container Swap Charge - Per Container	\$49.00	\$54.44

City of Dalworthington Gardens Solid Waste Collection and Recycling Services	September 2023 Net Rate to CWD	September 2023 Customer Rate (includes 5% franchise fee of gross billing)
6.21.23 last update		
<i>Note: CWD considers this material as proprietary rate information that could affect their competitiveness if the waste services contract goes to competitive bid process. Therefore, CWD requests that their market adjustment, extension request letters and all associated discussion information to be exempt from public disclosure. CWD request this information is exempt from Public Records, and is only allowed to be part of Public Records, after a ruling of the Attorney General of Texas.</i>		
Roll Off Compactors		
30 Cubic Yard Per Haul Without Disposal - weekday ** +	\$677.45	\$713.11
30 Cubic Yard Per Haul Without Disposal - weekend ** +	\$732.99	\$771.57
35 Cubic Yard Per Haul Without Disposal - weekday ** +	\$717.31	\$755.06
35 Cubic Yard Per Haul Without Disposal - weekend ** +	\$772.85	\$813.53
40 Cubic Yard Per Haul Without Disposal - weekday ** +	\$717.31	\$755.06
40 Cubic Yard Per Haul Without Disposal - weekend ** +	\$772.85	\$813.53
42 Cubic Yard Per Haul Without Disposal - weekday ** +	\$717.31	\$755.06
42 Cubic Yard Per Haul Without Disposal - weekend ** +	\$772.85	\$813.53
* Haul Rates Include 4 Tons of Disposal		
** Plus Disposal Per Ton Over 4 Tons	\$59.76	\$62.91
+ Excess Payload Per Ton if Truck Exceeds 27 tons	\$120.41	\$126.75
Open Top Roll Off Containers (Perm and Temp)		
Delivery - weekday	\$196.85	\$207.21
Delivery - weekend	\$252.39	\$265.67
Trip Charge - weekday	\$196.85	\$207.21
Trip Charge - weekend	\$252.39	\$265.67
Weekly Rental (temporary accounts)	\$49.77	\$52.39
Monthly Rental (permanent accounts)	\$215.50	\$226.84
20 Cubic Yard Per Haul Without Disposal - weekday ** +	\$510.38	\$537.24
20 Cubic Yard Per Haul Without Disposal - weekend ** +	\$565.92	\$595.71
30 Cubic Yard Per Haul Without Disposal - weekday ** +	\$534.01	\$562.12
30 Cubic Yard Per Haul Without Disposal - weekend ** +	\$589.55	\$620.58
40 Cubic Yard Per Haul Without Disposal - weekday ** +	\$629.64	\$662.78
40 Cubic Yard Per Haul Without Disposal - weekend ** +	\$685.18	\$721.24
* Haul Rates Include 4 Tons of Disposal		
** Plus Disposal Per Ton	\$59.76	\$62.91
+ Excess Payload Per Ton if Truck Exceeds 27 tons	\$120.41	\$126.75
Residential Open Top Roll Off Containers		
Delivery, 1 Week Rental & 1 Haul ** + (includes 2 tons of disposal)	\$395.00	\$415.79
Additional Hauls - weekday ** +	\$350.43	\$368.87
Additional Hauls - weekend ** +	\$374.76	\$394.48
Additional Weeks of Rental per Week (Sunday thru Saturday)	\$49.77	\$52.39
* Haul Rates Include 2 Tons of Disposal		
** Disposal Over 2 tons up to 4 Tons - per ton	\$59.76	\$62.91
+ Excess Payload Charge for Loads Over 4 tons - per ton	\$120.41	\$126.75
City Services		
Solid Waste and Recycling Service at:		
as needed CWD 95-gallon recycle carts for city recycling services	N/C	N/C
Clean up 6 roll offs (deliver and hauls) once a year	N/C	N/C
* Customer Rate Does Not Include Sales Tax		

City Council
Staff Agenda Report

Agenda Item 9b.

<p>Agenda Subject: Discuss and possible action to approve the installation of a guard rail located in the 3500 block of Roosevelt to cover the newly installed pedestrian bridge.</p>		
<p>Meeting Date: February 20, 2025</p>	<p>Financial Considerations:</p> <p>Budgeted:</p> <p><input type="checkbox"/>Yes <input checked="" type="checkbox"/>No <input type="checkbox"/>N/A</p>	<p>Strategic Vision Pillar:</p> <p><input type="checkbox"/> Financial Stability</p> <p><input type="checkbox"/> Appearance of City</p> <p><input checked="" type="checkbox"/> Operations Excellence</p> <p><input type="checkbox"/> Infrastructure Improvements/Upgrade</p> <p><input type="checkbox"/> Building a Positive Image</p> <p><input type="checkbox"/> Economic Development</p> <p><input type="checkbox"/> Educational Excellence</p>

Prior Council Action:

The council previously approved the installation of a new pedestrian bridge in the 3500 block of Roosevelt Dr.

Background Information:

After the installation of the new pedestrian bridge in the 3500 block of Roosevelt a large gap was created between the bridge and roadway. This is a potential hazard to passing vehicles and pedestrians.

Recommended Action/Motion:

Motion to approve installation

Attachments:

Guardrail installation quote: \$9510.00

Traffic Control Quote: \$5,063.64 – DPS staff might be able to facilitate this. As of this writing I am waiting to hear from Prime Landscape on what is needed.





Estimate

Date	Estimate #
12/30/2024	4133356A

Office (817) 461-4000 Fax (817) 274-5459
 www.primelandscapeservices.com

City of DWG
 2600 Roosevelt Dr.
 DWG, TX 76016

Rep	Project
GAH	

Description	Qty	Rate	Total
Install 50-60' of guardrail along Roosevelt. Includes labor and materials (new post, concrete, bumpers, guardrail, installation hardware, and end treatments) *Traffic control on separate estimate		9,510.00	9,510.00
South Bridge - Bridge that has already been installed.			

Subtotal	\$9,510.00
Sales Tax (0.0%)	\$0.00
Total	\$9,510.00



Estimate

Date	Estimate #
1/24/2025	4133363A

Office (817) 461-4000 Fax (817) 274-5459
www.primelandscapeservices.com

City of DWG
 2600 Roosevelt Dr.
 DWG, TX 76016

Rep	Project
GAH	

Description	Qty	Rate	Total
Traffic control to set and maintain lane closure during construction, 1st location South Bridge - Bridge that is already installed.		5,063.64	5,063.64

Subtotal	\$5,063.64
Sales Tax (0.0%)	\$0.00
Total	\$5,063.64

Agenda Subject: Discussion and possible action to approve Ordinance 2025-02 to amend our city ordinances to address parking of oversized vehicles.

Meeting Date: February 20, 2025	Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building a Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Prior Council Action:
N/A

Background Information:

Staff is requesting approval to amend Article 12.06, "Parking," or Chapter 12, "Traffic and Vehicles,". The new additions will address parking of oversized commercial vehicles on private property and parking of large and oversized vehicles on public streets.

Recommended Action/Motion:

Motion to approve the add Section 12.06.008, "Parking of Oversized Commercial Vehicles on Private Property," and Section 12.06.009, "Parking of Large and Oversized Vehicles on Streets," to Article 12.06, "Parking," or Chapter 12, "Traffic and Vehicles," of the citys ordinances.

Attachments:

Purposed Ordinance

ORDINANCE NO. 2025.02

AN ORDINANCE AMENDING CHAPTER 12, “TRAFFIC AND VEHICLES,” ARTICLE 12.06, “PARKING,” OF THE CODE OF ORDINANCES, CITY OF DALWORTHINGTON GARDENS, TEXAS, BY ADDING SECTIONS 12.06.008, “PARKING OF OVERSIZE COMMERCIAL VEHICLES ON PRIVATE PROPERTY,” AND SECTION 2.06.009 “PARKING OF LARGE AND OVERSIZE VEHICLES ON STREETS,” TO CREATE REGULATIONS FOR PARKING OF OVERSIZE COMMERCIAL VEHICLES ON PRIVATE PROPERTY AND ON STREETS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PUBLICATION CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dalworthington Gardens is a Type-A general law municipality located in Tarrant County, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council has determined that additional regulations regarding parking of oversize commercial vehicles on private property are needed; and

WHEREAS, the City Council of the City does hereby deem it advisable and in the public interest to amend Chapter 12 of the Code of Ordinances, City of Dalworthington Gardens, Texas, as amended, as described herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALWORTHINGTON GARDENS, TEXAS, THAT:

SECTION 1.

Section 12.06.008, “Parking of Oversized Commercial Vehicles on Private Property,” and Section 12.06.009, “Parking of Large and Oversized Vehicles on Streets,” are hereby added to Article 12.06, “Parking,” or Chapter 12, “Traffic and Vehicles,” as follows:

“§ 12.06.008 PARKING OF OVERSIZE COMMERCIAL VEHICLES ON PRIVATE PROPERTY.

- (a) It shall be unlawful for any person to park or allow to be parked any oversized commercial vehicle or any tow trucks, dump trucks, truck-tractors, concrete mixing trucks, stake-bed trucks, buses, or similar vehicles, regardless of weight, on any property under his or her control or any portion of a front yard including the driveway, side yard or rear yard of any area or district which is residentially zoned under the zoning ordinance or used for residential purposes.

- (b) For purposes of this section, an Oversized Commercial Vehicle is:
 - a. Any vehicle designed for the transport of more than 15 passengers, inclusive of the driver;
 - b. Any trailer or semi-trailer that is more than 20 feet in length from end to end, more than seven feet in width at their widest point, or more than nine feet in height from the ground to its highest point; or
 - c. Any motor vehicle with a gross weight, registered weight or gross weight rating, as those terms are defined in state law, of more than 15,000 pounds, including but not limited to the following:
 - i. Dump truck;
 - ii. Truck-tractor;
 - iii. Concrete-mixing truck;
 - iv. Stake-bed truck;
 - v. Flat-bed tow truck; or
 - vi. Panel truck.

§ 12.06.009 PARKING OF LARGE AND OVERSIZE VEHICLES ON STREETS.

- (a) It shall be unlawful for the driver, owner or operator of an oversized commercial vehicle to park or permit to be parked, stand or remain motionless:
 - (1) On a public street in any area zoned residential under the zoning ordinance or used for residential purposes unless the vehicle is being actively loaded or unloaded; or
 - (2) For more than two hours on a public street in any area not zoned residential under the zoning ordinance or not used for residential purposes.
- (b) It shall be unlawful for the driver, owner or operator of a large recreational vehicle and an oversized recreational vehicle to park or permit to be parked, stand or remain motionless:
 - (1) On a public street in any area zoned residential under the zoning ordinance or used for residential purposes; or
 - (2) On a public street in any area not zoned residential under the zoning ordinance or not used for residential purposes.
- (c) It is an exception to subsection (b)(1) above that the large recreational vehicle or oversize recreational vehicle is being parked or allowed to be parked, stand or remain motionless for loading, unloading, maintenance, or any combination thereof, for no more than 72 hours in any seven-day period. Relocation of the large recreational vehicle or oversize recreational vehicle to another location on private property or the adjoining public street does not stop the running of the 72-hour period.

- (d) For purposes of this Section, the following definitions shall apply:
- (1) Large Recreational Vehicle:
- a. A recreational vehicle which exceeds 26 feet in length, but is less than 40 feet in total length;
 - b. A boat trailer or other trailer which exceeds 26 feet in length, but is less than 40 feet in total length; or
 - c. A converted or partially converted bus which exceeds 26 feet in length, but is less than 40 feet in total length.
- (2) Oversize Commercial Vehicle:
- a. Any vehicle designed for the transport of more than 15 passengers, inclusive of the driver;
 - b. Any trailer or semi-trailer that is more than 20 feet in length from end to end, more than seven feet in width at their widest point, or more than nine feet in height from the ground to its highest point; or
 - c. Any motor vehicle with a gross weight, registered weight or gross weight rating, as those terms are defined in state law, of more than 15,000 pounds, including but not limited to the following:
 - i. Dump truck;
 - ii. Truck-tractor;
 - iii. Concrete-mixing truck;
 - iv. Stake-bed truck;
 - v. Flat-bed tow truck; or
 - vi. Panel truck.
- (3) Oversize Recreational Vehicle:
- a. A recreational vehicle which is 40 feet or greater in total length;
 - b. A boat trailer or other trailer which is 40 feet or greater in total length; or
 - c. A converted or partially converted bus which is 40 feet or greater in total length.”

SECTION 2.

This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, City of Dalworthington Gardens, Texas, as amended, except where the provisions of

this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed Five Hundred Dollars (\$500.00). Each day that a violation continues shall be deemed a separate offense.

SECTION 5.

All rights and remedies of the City of Dalworthington Gardens, Texas are expressly saved as to any and all violations of the City's Zoning Ordinance, as amended, which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6.

The City Secretary of the City of Dalworthington Gardens is hereby directed to publish at least twice in the official newspaper of the City of Dalworthington Gardens, the caption and the penalty clause of this ordinance in accordance with Section 52.011 of the Local Government Code.

SECTION 7.

This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED on this ____ day of _____, 2025.

CITY OF DALWORTHINGTON GARDENS

By: _____
Laurie Bianco, Mayor

ATTEST:

Sandra Ma, City Secretary

Agenda Subject: Discuss and possible action to approve the purchase of Office 365 for City and DPS staff.		
Meeting Date: February 20, 2025	Financial Considerations: Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building a Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence

Prior Council Action:

Background Information:

City and DPS employees are currently using an outdated version of office. This is not allowing staff to take advantage of the certain programs and automation features available with the online platform. Below are a few reasons to switch to Office 365.

1. Georedundant cloud setup included outside of the City’s server room that is a single point of failure. Think fiber cut or power outage, Office 365 this will still work.
2. Enhances security with multifactor authentication and conditional access policies that prevent attackers from out of the US from logging in.
3. Gain access to cloud storage through sharepoint which can replace dropbox and its cost.
4. Software licenses get automatically updated as new versions come out.
5. Better integration with local and external software so users only have to remember one sign in (called single sign on).
6. Message encryption included to send sensitive information securely.

Note: This is an annual cost and will be billed yearly.

Recommended Action/Motion:

Motion to approve the purchase of office 365 not to exceed \$12,900.00.

Attachments:

**City Council
Staff Agenda Report**

Agenda Item 9e.

Agenda Subject: Discuss and possible action to enter into an interlocal agreement with the City of Arlington to have them test our ballistic evidence through Ballistic IQ for the purposes of entry into Brasstrax and NIBIN.

Meeting Date: February 20, 2025	Financial Considerations: Budgeted: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Strategic Vision Pillar: <input type="checkbox"/> Financial Stability <input checked="" type="checkbox"/> Appearance of City <input checked="" type="checkbox"/> Operations Excellence <input type="checkbox"/> Infrastructure Improvements/Upgrade <input type="checkbox"/> Building a Positive Image <input type="checkbox"/> Economic Development <input type="checkbox"/> Educational Excellence
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Prior Council Action:
N/A

Background Information:
The City of Arlington (Police Department) is offering to test our ballistic evidence at no charge to DWG. We do not have many cases that meet the criteria for testing, but it's an outstanding opportunity when such a case arises.

Note: This is being presented to the Arlington City Council on February 25, 2025 for approval. We don't believe they will have any issues approving.

Recommended Action/Motion:
Motion to approve the interlocal agreement with the City of Arlington regarding ballistic testing of evidence involving firearms pending any changes/recommendations for our City attorney.

Attachments:
Interlocal Agreement

THE STATE OF TEXAS
COUNTY OF TARRANT

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**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ARLINGTON AND
THE UNIVERSITY OF TEXAS AT
ARLINGTON, THE TOWN OF PANTEGO, THE
CITY OF DALWORTHINGTON GARDENS,
AND THE CITY OF KENNEDALE**

THIS INTERLOCAL COOPERATIVE AGREEMENT (hereinafter the “Agreement”) is entered into on this the _____ day of _____, 2025, (hereinafter the “Effective Date”) by and between the CITY OF ARLINGTON, TEXAS, a municipal corporation (hereinafter the “City”); and the UNIVERSITY OF TEXAS AT ARLINGTON, a state institution of higher education established under the laws of Texas as an institution of the University of Texas System (hereinafter the “UTA”), the TOWN OF PANTEGO TEXAS (hereinafter “Pantego”), the CITY OF DALWORTHINGTON GARDENS TEXAS (hereinafter “DWG”) and the CITY OF KENNEDALE TEXAS (hereinafter “Kennedale”).

WHEREAS, Texas State Legislature has authorized the formation of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, the police departments in the municipalities of UTA, Pantego, DWG, and Kennedale need to enter shell casings into Ballistics IQ to receive critical gun crime intelligence. Ballistics IQ utilizes proprietary software that identifies how many firearms were used and identifies the best shell casings for entry into NIBIN; and

WHEREAS, the City has the equipment and personnel to enter the ballistic casings in accordance with applicable requirements; and

WHEREAS, the City, UTA, Pantego, DWG, and Kennedale desire to enter into an agreement that allows UTA, Pantego, DWG, and Kennedale to bring ballistic evidence to the City for entry into Ballistic IQ; and

WHEREAS, the Agreement between UTA, Pantego, DWG, and Kennedale and the City serves a public purpose because it will increase UTA, Pantego, DWG, Kennedale and the City’s access to NIBIN leads which provide critical crime scene intelligence and provides investigative information related to all submitted fired shell casings from a shooting incident.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I. RECITALS

The recitals above are true and correct in all material respects and incorporated herein for all purposes.

II. DEFINITIONS

A. Terms

For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below.

“*Agreement*” means this contract between the Parties, including any exhibits and any written amendments authorized by this Agreement.

“Ballistic evidence” means evidence related to firearms and ammunition that can be used to solve crimes.

“Ballistics IQ” is a ballistic evidence triage technology product that provides quick access to gun crime intelligence.

“Brasstrax” is a ballistic acquisition station that allows for the entry and analysis of cartridge case information and forwards them to be searched against the NIBIN Database.

“Gun Crime Intelligence” means a program that uses evidence-based methods to help law enforcement identify and disrupt gun violence.

“*NIBIN*” means National Integrated Ballistics Information Network.

“Shell Casing” means the part of a firearms ammunition that contains the primer and propellant powder to discharge the projectile.

“*Party*” or “*Parties*” mean University of Texas at Arlington, Town of Pantego Texas, City of Dalworthington Gardens Texas, City of Kennedale Texas, and City of Arlington Texas, individually or collectively, as indicated in the context in which it appears.

When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number and words in the singular include the plural.

III. PURPOSE

The purpose of this Agreement is to contract between the City Police Department, and the UTA Police Department, Pantego Police Department, DWG Police Department, and Kennedale Police Department to provide them the capability to process ballistic evidence through Ballistic IQ for the purposes of entry into Brasstrax and NIBIN.

IV. TERMS, RIGHTS, OBJECTIVES, AND DUTIES OF THE PARTIES

The following shall apply in the performance of this Agreement:

A. Access to Ballistic IQ

This Agreement sets forth the basic terms and conditions upon which UTA, Pantego, DWG and Kennedale Police Departments are granted all necessary authority, rights, and licenses to access Ballistics IQ (BIQ) technology.

B. Administrator Duties

The City's Police Department will act as the authorizing agency for access to BIQ to ensure compliance with applicable federal/state laws, regulations, and departmental policy.

C. Access Requirements

BIQ operators shall complete the BIQ training module and have a valid BIQ certificate on file with the Arlington Police Department NIBIN Engagement Team (NET). The NET Sergeant may grant other law enforcement personnel use or access to BIQ to aid an investigation. The NET Sergeant will only grant access in special circumstances and on a case-by-case bases. Their access shall be immediately revoked upon completion of BIQ use.

D. Evidence Collection

Shell casings recovered by officers on-scene may be used for entry into BIQ. In coordination with a Party's detectives, the Party may retrieve these shell casings as needed for BIQ, Brasstrax, NIBIN entry and examination. A Party's Agency representatives shall stay with shell casings from crime scenes to maintain chain of custody.

E. Evidence Entry

BIQ operators will utilize gloves when handling ballistic evidence.

F. Data Collection

BIQ entries will be logged by the City Police Department in an excel spreadsheet and kept in the shared CSU Brasstrax folder on the X drive. BIQ operators will log time spent from pickup at Property & Evidence to return in LERMS and the spreadsheet. Metrics tracked shall be offenses, number of casings, offense date, date entered in BIQ, leads, and any others determined necessary during the demo period.

G. Test Firing of Weapons

An agency representative of Pantego, Kennedale, DWG or UTA shall transport any weapon for test firing to the City Police Department. A Rangemaster, specially trained NET Detective, or authorized representative of the rangemaster will test fire the weapon in the presence of the agency representative. The fired brass will be turned over to the agency representative, who will personally deliver the fired brass to

the Arlington Police Department's Crime Scene Unit for entry into NIBIN. The agency representative will stay with the test fired weapon and recovered shell casings throughout the process to maintain the chain of custody.

V. DURATION

This Agreement shall be effective the date this agreement is ratified by all parties and shall terminate on December 31, 2027, unless terminated earlier in accordance with the provisions of this Agreement. Parties shall have the option to renew this Agreement every three years through a written renewal agreement.

VI. SCOPE OF AGREEMENT

This Agreement outlines the process established between the City, UTA, Pantego, DWG and Kennedale police departments for the collection, utilization, and entry of ballistic evidence into Ballistics IQ (BIQ), Brasstrax and NIBIN.

VII. TERMINATION AND REMOVAL

- A. Any Party may terminate this Agreement at any time without cause and at its sole discretion upon (30) days written notice to the other party. With the exception of termination by the City, termination by a Party does not affect the ability of the other Parties to remain in the Agreement.

VIII. NOTICES

All notices, consents, and approvals required or desired to be given by the Parties hereto shall be sent in writing and shall be deemed sufficiently given when same is hand-delivered or deposited in the United States Mail, sufficient postage prepared, registered, or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

For the City of Arlington:

The City of Arlington
Attention: Police Chief
620 W Division Street
P.O. Box MS-04-0300
Arlington, Texas 76004

For the University of Texas at Arlington:

Attention: Chief of Police
The University of Texas at Arlington – Police Building
202 E Border Street.
Arlington, Texas 76010
817-272-3903

For the Town of Pantego Texas:

The City of Pantego
Attention: Chief of Police
2600 Miller Ln.
Pantego, Texas 76013
rrife@townofpantego.com
817-274-2511

For the City of Dalworthington Gardens Texas:

The City of Dalworthington Gardens
Attention: Chief of Police
2600 Roosevelt Dr,
Arlington, Texas 76016
817-275,1234

For the City of Kennedale Texas:

The City of Kennedale
Attention: Chief of Police
401 Municipal Dr
Kennedale, Texas 76060
817-478-5416

IX. INSURANCE

It is hereby understood and agreed that UTA, Pantego, DWG and Kennedale police departments are agencies of the State of Texas and, as such, do not purchase certain insurance policies. Liability is subject to statutory limitations outlined by the Texas Tort Claims Act. UTA, Pantego, DWG and Kennedale shall provide the City with a letter of self-insurance as evidence of the same. UTA, Pantego, DWG and Kennedale represents they have sufficient resources to self-insure for all claims for which they may be responsible under the Texas Tort Claims Act for property damage, personal injury, and death

proximately caused by the wrongful act, omission, or negligence of a UTA, Pantego, DWG and Kennedale employee acting within the scope of employment.

X. NO VERBAL AGREEMENT

This Agreement contains all the terms, commitments, and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not included in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

XI. GOVERNING LAW; VENUE

Tarrant County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all the rights and obligations of the parties hereto and all the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas.

XII. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

XIII. ASSIGNMENT

This Agreement is not transferable or assignable except upon written approval by the City, UTA, Pantego, DWG and Kennedale.

XIV. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Agreement are held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

THE UNIVERSITY OF TEXAS AT ARLINGTON

BY _____

KIM LEMAUX, Chief of Police

BY _____

JOHN HALL, Vice President

CITY OF PANTEGO, TEXAS

BY _____

ROBERT D. RIFE, Chief of Police

CITY OF DALWORTHINGTON GARDENS, TEXAS

BY _____

GREG PETTY, Chief of Police

CITY OF KENNEDALE, TEXAS

BY _____

MIKE HOLGUIN, Chief of Police

CITY OF ARLINGTON, TEXAS

BY _____

ALEXANDER JONES, Chief of Police

ATTEST

ALEX BUSKEN, City Secretary

APPROVED AS TO FORM:

MOLLY SHORTALL, City Attorney

BY _____

* By law, the Arlington City Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

THE STATE OF _____ §

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UNIVERSITY OF TEXAS AT ARLINGTON

COUNTY OF _____ §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

[Seal]

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF _____ §

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TOWN OF PANTEGO TEXAS

COUNTY OF _____ §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

[Seal]

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF _____ §

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CITY OF DALWORTHINGTON GARDENS

COUNTY OF _____ §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

[Seal]

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF _____ §

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CITY OF KENNEDALE TEXAS

COUNTY OF _____ §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

[Seal]

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF TEXAS §

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CITY OF ARLINGTON, TEXAS

COUNTY OF TARRANT §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

[Seal]

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name